



**COUNTY OF LOS ANGELES  
PROBATION DEPARTMENT**  
9150 EAST IMPERIAL HIGHWAY, CALIFORNIA 90242

(562) 940-2728



**RICHARD SHUMSKY**  
Chief Probation Officer

May 27, 2004

The Honorable Board of Supervisors  
County of Los Angeles  
383 Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF CONTRACT TO PROVIDE ANTI-DRUG ABUSE TESTING  
SERVICES FOR THE PROBATION DEPARTMENT  
(3 VOTES, ALL SUPERVISORIAL DISTRICTS)**

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Approve the attached contract with PharmChem, Inc., for the provision of anti-drug abuse testing services for Probation at an estimated annual cost of \$900,945 for the period of July 1, 2004 through June 30, 2005, with an option to renew for four additional 12-month periods.
2. Instruct the Chairman, Board of Supervisors, to sign the attached contract.
3. Delegate authority to the Chief Probation Officer to extend the contract term for four additional 12-month periods, for an estimated annual amount of \$900,945 for each term, upon approval as to form by County Counsel.
4. Delegate authority to the Chief Probation Officer to execute contract modifications not exceeding 10% of the total contract cost and/or 180 days to the period of performance pursuant to the terms contained therein, upon approval as to form by County Counsel.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS:**

The purpose of the recommended actions is to obtain Board approval of a contract (Attachment I) with PharmChem, Inc., for anti-drug abuse testing services for Probation.

Probation has utilized contract anti-drug abuse testing services since August 1981. The current contract expires on August 31, 2004. Approval of this contract will enable Probation to continue receiving anti-drug abuse testing services. The existing contract will be terminated June 30, 2004, and the proposed contract will be effective July 1, 2004. This will allow Probation to take advantage of enhanced services that will be provided by the proposed contractor. Enhanced services include the provision of testing kits that allow Probation to administer random, on-site testing. Results are provided within five minutes of administering the test. Random, on-site testing will also deter probationers from using illegal drugs.

The testing services require a private contractor to pick up urine samples from various Probation locations within Los Angeles County, testing the samples submitted to detect and deter drug abuse for those probationers who have a testing order as a condition of probation, storing tested samples, preparing and sending printed reports of the test results to Probation within a limited period of time, and providing expert testimony at criminal court hearings when necessary.

**Implementation of Strategic Plan Goals**

The recommended Board actions are consistent with the Countywide Strategic Plan, Goal #2, Workforce Excellence and Goal #3, Organizational Effectiveness. Implementation of the recommendations will enable Probation to continue receiving high quality, efficient anti-drug abuse testing services.

**FINANCIAL IMPACT/FINANCING:**

The estimated contract cost for the first year is \$900,945. Adequate funds are provided in the FY 2004/2005 Budget for Probation to finance the contract payments. The contract includes provisions for non-appropriation of funds and Budget reductions.

**FACTS AND PROVISIONS/LEGAL REQUIREMENTS:**

Probation has contracted for anti-drug abuse testing services since 1981. Probation has a need to continue utilizing these services in order to comply with orders issued by the courts.

The scope of work for this contract includes picking up urine samples, testing all the urine samples submitted, and preparing and delivering electronically in a limited period of time, written reports of the test results to Probation's Narcotic Consultant.

In accordance with the Department of Human Resources memorandum dated November 16, 1995, the contract has been reviewed in regard to the provisions for hiring displaced County employees. The contractor agrees to give first consideration to hire permanent County employees targeted for layoff, or qualified former County employees who are on a re-employment list after the effective date of the contract and during the life of the contract.

In accordance with the Chief Administrative Office memorandum dated October 6, 1997, the contract contains County requirements regarding the hiring of participants in the GAIN/GROW program.

The contract is Non-Prop A. Consequently, there are no departmental employee relations issues and the contract will not result in a reduction of County services.

Probation has evaluated and determined that the Living Wage Program (County Code Chapter 2.201) does not apply to the recommended contract.

In accordance with the Auditor-Controller memorandum dated March 2, 2000, the contract contains County requirements regarding contractor non-responsibility and debarment.

Probation will not request the contractor to perform services that exceed the Board approved contract amount, scope of work, and/or contract term.

In accordance with the recently adopted Employee Jury Service Program, the contract contains County requirements regarding the provision of paid jury service time for contract employees.

In accordance with the Chief Administrative Office memorandum dated July 19, 2002, the proposed contractor has been instructed to register on WebVen.

County Counsel has approved the contract as to form.

### **CONTRACTING PROCESS:**

To solicit for these services, a competitive Request for Proposals (RFP) process was conducted. Through the solicitation and competitive negotiation process, approximately forty-eight (48) letters were sent to service providers and advertisements were run in the Los Angeles Times, Eastern Group, the Los Angeles Sentinel, and the Los Angeles County Office of Small Business web site (Attachment II). The evaluation factors listed in the RFP included financial consideration, plan for providing required services, quality control plan, experience and capability, and references. As a result, thirteen (13) potential providers requested copies of the RFP, ten (10) potential providers attended the mandatory bidder's conference, and five (5) proposals were received for the required services. MedTox Laboratories (MedTox), PharmChem, Inc. (PharmChem), Scientific Testing Laboratories, Inc. (STL), Pacific Toxicology Laboratories (PacTox), and NorChem Laboratories (NorChem) submitted proposals.

The proposals were first reviewed using an initial screening "pass/fail" process to determine which proposals would be evaluated. The initial screening was consistent with the Selection Process and Evaluation Criteria set forth in the RFP. The proposal submitted by NorChem was not evaluated because it did not pass the initial screening process. An evaluation committee made up of five (5) Probation staff objectively evaluated the proposals submitted by PharmChem, PacTox, STL and MedTox. PharmChem, our current provider, is the only provider to propose an on-site testing device to the specifications requested in the RFP. PharmChem's overall test prices are the lowest of the four proposals evaluated. PharmChem received the highest overall score and was rated the most responsive to Probation needs by the Evaluation Committee. PharmChem has also agreed not to increase the test prices for the full term of the contract. MedTox presented a highly regarded proposal; however their proposal indicated that their on-site test kit is not presently available.

The Honorable Board of Supervisors  
May 27, 2004  
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**IMPACT ON CURRENT SERVICES (OR PROJECTS):**

The contract will continue the current level of services required for Probationers as a condition of their probation.

It is requested that the Executive Officer, Board of Supervisors, forward a copy of the executed contract to the following:

County of Los Angeles Probation Department  
9150 E. Imperial Hwy., Rm. A66  
Downey, CA 90242  
Attn: Yolanda Young, Director  
Contracts & Grants Mgmt. Division

PharmChem, Inc.  
4600 North Beach St.  
Haltom City, TX 76137  
Attn: Joseph W. Halligan  
President and CEO

Respectfully submitted,

RICHARD SHUMSKY  
Chief Probation Officer

RS:pm

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Attachments (2)

C: Chief Administrative Officer  
County Counsel



**ATTACHMENT I**

**CONTRACT WITH PHARMCHEM, INC. TO PROVIDE**  
**ANTI-DRUG ABUSE TESTING SERVICES**  
**FOR THE COUNTY OF LOS ANGELES**  
**PROBATION DEPARTMENT**

**July 1, 2004 – June 30, 2005**

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**CONTRACT TO PROVIDE  
ANTI-DRUG ABUSE TESTING SERVICES FOR  
THE COUNTY OF LOS ANGELES PROBATION DEPARTMENT**

This contract is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2004, by and between the County of Los Angeles (hereinafter referred to as "COUNTY") and PharmChem, Inc. located at 4600 N. Beach Street, Haltom City, Texas 76137 (hereinafter referred to as "CONTRACTOR").

**WHEREAS**, the COUNTY has a continuing need to provide anti-drug abuse testing services for specified work locations on a permanent basis; and

**WHEREAS**, the COUNTY, through its Probation Officer, is authorized to contract under California Governmental Code Section 31000; and

**WHEREAS**, the CONTRACTOR is duly qualified to engage in the business of providing anti-drug abuse testing services as set forth hereunder and warrants that it possesses the competence, expertise and personnel necessary to provide such services; and

**WHEREAS**, based on competitive negotiations, the Chief Probation Officer has selected for recommendation to the Board of Supervisors the CONTRACTOR, which has proposed and desires to provide anti-drug abuse testing services to COUNTY;

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained and for other good valuable considerations the parties hereto agree as follows:

**INTRODUCTION**

This document is a contract to provide multiple drug screening anti-drug abuse testing service for the County of Los Angeles Probation Department. This service will be for a one (1) year period with four (4) successive one (1) year options, by mutual agreement, with a total service period not to exceed five (5) years.

The CONTRACTOR will be responsible for picking up urine samples from various Probation Department locations within the County of Los Angeles, testing all the urine samples submitted, storing the tested samples for the specified period of time, and preparing and delivering in a limited period of time, written reports of the results of the tests to the Probation Department Narcotic Consultant and those Probation Department locations that submitted the samples. The CONTRACTOR shall be certified by the Substance Abuse and Mental Health Services Administration (SAMHSA). Documentation of stated standards and certification shall be on file with the COUNTY Contract Manager prior to commencement of the contract and remain on file throughout the term of the contract. The CONTRACTOR shall notify the COUNTY Contract Manager immediately upon change of certified status.

**PART A. PERFORMANCE WORK STATEMENT**

## **1.0 GENERAL**

### **1.1 Scope of Work**

- 1.1.1 The CONTRACTOR shall provide multiple drug screening anti-drug abuse testing services for the County of Los Angeles Probation Department. The CONTRACTOR shall also provide on-site rapid result testing devices that will screen for a panel of drugs as specified in Attachment F.
- 1.1.2 The on-site rapid result drug screening device must deliver results within three (3) to five (5) minutes. The devices must be self-contained with the temperature strip and test strips in the device and must not require the handling of any strip or device that must be removed from the container. Confirmation of positive screens is to be confirmed upon request of the COUNTY. The confirmation shall conform to the standards set forth in Section 2.1 below.
- 1.1.3 The CONTRACTOR shall pick up and provide testing on an estimated average range of 200 to 600 samples daily (4,000 to 12,000 monthly) from eighteen (18) or more work locations. The CONTRACTOR should be aware of the rather wide fluctuations up and down the scale in both daily and monthly sample submittals, due largely to the necessity for sporadic rather than prescheduled sampling. The CONTRACTOR should also be aware that the number of tests performed or number of work locations involved could be less than or greater than the above average due to possible budgetary changes by the COUNTY.
- 1.1.4 The CONTRACTOR shall perform to the standards in Attachment B, Performance Requirements Summary. The Probation Area Offices are listed in Attachment E.

## **2.0 SPECIFIC TASKS**

### **2.1 Quality and Type of Testing Service**

- 2.1.1 The COUNTY shall submit to the CONTRACTOR specimens for initial multiple drug screening by the CONTRACTOR. Unless otherwise specified in Attachment F, all specimens submitted shall be screened by EMIT for the drugs and at the sensitivity levels shown in Attachment F. Specimens that are negative for all drugs in initial testing will be reported as negative. Specimens that are

positive in initial testing, except alcohol, must undergo confirmation testing by GCMS as defined in Attachment F. Tests that are positive for alcohol will be confirmed by Gas Chromatograph (GC). Specimens for which positive test results are confirmed will be reported as positive for the specific drug(s) for which they are confirmed. Results that fail to confirm will be reported as negative.

- 2.1.2 The CONTRACTOR shall also provide an on-site rapid result device for the initial screening of urine samples. Specimens that are negative for all drugs in the on-site rapid result device will be recorded as negative by the COUNTY and not submitted to the CONTRACTOR. Only urine samples that indicate positive for one (1) of the drugs specified in Attachment F will be submitted to the CONTRACTOR. Specimens that are positive will be confirmed by Gas Chromatograph Mass Spectrometry (GCMS).
- 2.1.3 Upon request, the laboratory will perform special tests in addition to the regular routine panel or in place of the routine panel. The drugs for which testing will be done and the detection levels are shown in Attachment F.
- 2.1.4 As in the routine panel, any specimen that is positive in initial testing will be subjected to confirmation testing upon request from the COUNTY.
- 2.1.5 The laboratory shall maintain not less than ninety-eight percent (98%) accuracy on both sensitivity and specificity at the limits shown for each drug on Attachment F. The CONTRACTOR shall maintain an ongoing in-house quality control program sufficiently extensive to provide evidence of this accuracy on a daily basis. Such quality control procedures shall include, but not be limited to:
  - 2.1.5.1 Methods for determination of accuracy;
  - 2.1.5.2 Methods of determining reproducibility;
  - 2.1.5.3 Publication of detailed procedure manuals for tests performed in laboratory;
  - 2.1.5.4 Periodic publication of normal ranges; and
  - 2.1.5.5 Standard deviations of the mean and/or coefficients of variation of the control specimens.
- 2.1.6 The CONTRACTOR shall maintain the in-house quality control procedures shown in Attachment I.

## 2.2 Special Requests for Tests

The CONTRACTOR may be requested to screen and test for other drugs not listed in Attachment F after appropriate discussion with COUNTY. The urine samples will be specially marked by the submitting office as to the specific special drug screening requested by indicating the name of the drug on the sample label and transmittal sheet.

## 2.3 Reporting Procedures and Standards

2.3.1 The CONTRACTOR shall make test results data available to the Probation Department in both of the following electronic forms:

2.3.1.1 The CONTRACTOR shall develop, maintain, and support a secure website using SSL 128 bit encryption to allow authorized Probation staff to view test results. The website must be password protected and only available to authorized Probation staff. The Website must be available during business hours, Monday through Friday.

2.3.1.2 The CONTRACTOR shall also make test results data available in XML format (Exchange Markup Language) for automated data exchange. The CONTRACTOR shall work with the Probation Department to setup a secure system to transfer this data from the CONTRACTOR'S database to the Probation Department using Web Service technology. This includes setting up servers by the CONTRACTOR for publishing such data in an automated manner. The CONTRACTOR must publish each test result as soon as it becomes available.

2.3.2 The CONTRACTOR shall submit a standardized report, in an electronic form acceptable to the Probation Department, of all urine samples submitted under this contract. The report of each test result shall be in terms of positive (+) or negative (0) for each sample submitted. All analytical results shall be reported in terms of generic or chemical name of any drug found to be present. The analytical results shall not be expressed in equivocal terms as "possible", "traces", or "=/-."

2.3.3 All test results for urine samples not screened by the on-site testing device shall be made available within forty-eight (48) hours of the receipt by the CONTRACTOR, excluding Saturdays, Sundays, and holidays. Confirmation of samples screened by the on-site device shall be made available within thirty-six (36) hours of receipt by the CONTRACTOR of request by the COUNTY for confirmation of the

positive sample, excluding Saturdays, Sundays, and holidays. The original report is to be identified and reported to the Probation Department Area Office from which the specimens were submitted. The results shall be identified as a specimen from juvenile or adult.

- 2.3.4 The CONTRACTOR shall produce, at the end of each month, statistics showing the number of tests screened positive and confirmed positive for the month for all tests analyzed. This statistical report will list, by drug name, the total number of each individual drugs having a screened and confirmed positive test during the month. The report will show the results for juveniles and adults separately. The CONTRACTOR will forward this report to the COUNTY by the tenth (10<sup>th</sup>) calendar day of the following month. This report shall be in a form approved by the COUNTY.

## 2.4 Monthly Self-Reporting

The CONTRACTOR shall prepare monthly reports that indicate the level and type of service rendered for the Probation Department. This report shall be forwarded to the COUNTY'S Contract Manager by the tenth (10<sup>th</sup>) working day of the following month for which the service was rendered.

## 2.5 Storage of Urine Samples

- 2.5.1 The CONTRACTOR shall save and store all samples analyzed at the CONTRACTOR'S laboratory for two (2) weeks from the date of analysis. All test samples with positive results shall be saved and stored for one hundred and eighty (180) days from the date of the test, pending a possible challenge of the result.
- 2.5.2 The CONTRACTOR shall also save and store all samples with positive results from the on-site rapid result testing device for one hundred and eighty (180) days from the date of the test, pending a possible challenge of the result.
- 2.5.3 The CONTRACTOR shall save and store any positive samples when requested by a Probation Department location for an additional sixty (60) days, pending a judgment by the criminal courts on possible violations. Samples shall be stored in a manner that will assure valid, reliable results when retested.

## 2.6 Procedures for Sample Integrity

The CONTRACTOR shall follow the processing procedures described in detail in its proposal dated January 12, 2004, and summarized below, to assure the authenticity of the sample and its identity:

The CONTRACTOR'S processing procedures shall assure the authenticity of the sample and its identity by the following means: (1) sample barcodes on labels shall be checked against the chain of custody form; (2) a unique accession number shall be assigned and affixed to each sample as it is logged in; (3) processing shall take place in numbered containers and the unique laboratory number shall be recorded on all records; (4) complete records shall be kept for each step in the processing procedure with sign-offs by technicians at each point in the process; and (5) all records shall be kept in a locked building under twenty-four (24) hour security control.

In addition, the CONTRACTOR agrees that employee security identification badges, bearing photograph and physical description of the CONTRACTOR'S and/or sub-contractor's employee(s), must be provided by the CONTRACTOR at its expense and displayed on the employee's person when picking up samples from Probation Department locations.

#### 2.7 Retests of Samples on Request

The CONTRACTOR shall retest samples when requested by the Probation Department Area Office submitting the sample when that location has a reasonable doubt of the reliability of the original result, and the retesting shall be at the expense of the CONTRACTOR if the second result fails to confirm the presence of the drug originally reported.

#### 2.8 Consultation

The CONTRACTOR shall provide, without additional charge, consultation to the Probation Department staff members regarding source of a particular drug (i.e., prescription, metabolism, etc.) and also multiple vs. single dose situations, on successive positive results at no additional cost to the COUNTY.

#### 2.9 Training

The CONTRACTOR shall provide, without additional charge, training to Probation Department staff twice a year at a location to be determined by the Probation Department. The training will include, but not be limited to, using the web-based test result reporting, testing devices and the collection of urine, history and use of drugs, how prescription and over-the-counter medications can, or cannot, create a positive test result, and what common strategies are in use by probationers to mask the use of illegal drugs.

#### 2.10 New Technology

The CONTRACTOR will inform the COUNTY of new technology and methods of testing that become available during the period of this agreement.

### **3.0 OTHER TECHNICAL REQUIREMENTS OF CONTRACTOR**

#### **3.1 Provision of Transportation and Communication Services**

The CONTRACTOR shall pay all transportation and postal expenses of other forwarder's fees in connection with the contract. Long-distance telephone communications shall be provided by the CONTRACTOR or at no cost to the COUNTY.

#### **3.2 Consumable Supplies**

3.2.1 The CONTRACTOR shall provide at least sixty cubic centimeter (60cc) capacity bottles with caps that are clean and leak-proof upon transit, and can contain sufficient urine for a complete screening for confirmations of positives.

3.2.2 Supplies shall be of good quality and assure ease of handling and packaging, by whatever means provided by the CONTRACTOR, to assure that the specimens will arrive at the CONTRACTOR'S laboratory without loss of specimens or identification, by whatever means of transport provided by the CONTRACTOR.

3.2.3 The CONTRACTOR shall provide transmittal chain of custody forms for juveniles and adults in English and Spanish, and other languages as requested by COUNTY that are appropriate to the need to record the chain of custody of the evidence and to meet the needs of both the COUNTY and the CONTRACTOR for tracking purposes.

3.2.4 The CONTRACTOR shall provide, at each site, a twenty-one (21) gallon high-density polyethylene plastic container cart, with a tamper proof locking mechanism, a reinforced lid, a slot sized to admit samples, and which is stamped in bold letters, 'NO TRASH'.

3.2.5 The CONTRACTOR shall provide all of the consumable supplies (bottles, caps, chain of custody forms, etc.), in amounts sufficient for thirty (30) days' usage, directly to the location specified by the Probation Department, at no expense to the COUNTY.

#### **3.3 On-Site Drug Testing Devices**

The CONTRACTOR shall provide on-site instant result kits that are clean and leak proof during transit, as described in Section 1.1.2 above, and contain sufficient urine for a complete confirmation test in the laboratory.

3.4 Declaration to Court/Testimony by CONTRACTOR'S Representative

3.4.1 When required by the Probation Department, the CONTRACTOR, through a qualified representative, shall, at no cost to COUNTY, sign and submit, under penalty of perjury, a written declaration consisting of, but not limited to, the following elements:

3.4.1.1 Declarant's education, professional experience, prior acceptance as an expert witness, and present duties;

3.4.1.2 The CONTRACTOR'S background and experience;

3.4.1.3 The CONTRACTOR'S present duties for Probation;

3.4.1.4 Delineation of all current methodologies;

3.4.1.5 Description of each methodology;

3.4.1.6 Methodologies in use by the CONTRACTOR;

3.4.1.7 Interpretation of test results; and

3.4.1.8 Chain of custody and storage procedures.

3.4.2 If required by the Probation Department, the CONTRACTOR, or a qualified representative from the CONTRACTOR, shall attend scheduled criminal court hearings to give expert testimony concerning the method(s) used, reliability, and results of such analyses. The CONTRACTOR'S representatives are: Sigrid Rose, Technical Specialist; Doug Crook, Technical Specialist; Neil Fortner, Vice President Laboratory Operations; and Roger Rutter, Laboratory Director Laboratory Operations, or person(s) designated by Project Director.

The COUNTY will reimburse the CONTRACTOR for this in-court service, including travel and related expenses, as follows: (1) For an expert witness testimony, \$1,150.00 per full day, \$600.00 per half day; and for fact witness testimony, \$775.00 per full day, \$500.00 per half day.

3.5 Split Samples Delivery

Upon request, the CONTRACTOR shall be required to submit in a timely fashion specimen(s) previously analyzed to any laboratory or person(s) designated by the court for further testing. When submitting the specimen(s),

the CONTRACTOR shall provide to the receiving party information as follows: (1) laboratory testing procedures utilized including confirmation tests, (2) parent drug, (3) required species, (4) level of testing detection (sensitivity) and (5) test results. Release of specimen, information regarding specimen, or specimen testing, requires written authorization from the County of Los Angeles Probation Department locations submitting samples.

### 3.6 Probation Department Locations Submitting Samples

The CONTRACTOR shall be required to pickup specimens daily and deliver reports to all specified Probation Department locations listed in Attachment E, which may be increased or reduced as service requirements change during the contract period. The CONTRACTOR'S messenger will sign in and out at each pickup site. The number of sites may be increased or reduced as service requirements change during the contract period. These locations are widely dispersed throughout the County of Los Angeles and will require the CONTRACTOR to establish a reliable and fast pickup/delivery service to handle the urine samples and reports.

### 3.7 Probation Department Submission of Test Samples

The Probation Department reserves the right to submit "blind" urine samples, without notice, to determine the quality of analysis service provided by the CONTRACTOR.

The County of Los Angeles reserves the right to send limited numbers of tests within the contract period to laboratories other than the contracting laboratory.

### 3.8 Inspection of CONTRACTOR'S Facilities

Prior to contracting for services, and on an impromptu basis thereafter, the Probation Department's designated representative(s) shall have the right to enter, inspect, observe, and test the urinalysis procedures at the laboratory and any other facility used by the CONTRACTOR in provision of the contracted services.

### 3.9 Safeguards and Security Controls of Records and Samples

The CONTRACTOR shall maintain all necessary safeguards, records, controls, and security relative to the handling and processing of submitted urine specimens for a period of five (5) years to assure their availability to the Probation Department in the event the result of any urinalysis is legally challenged. The CONTRACTOR'S employees shall not reveal, or discuss, the results of any analysis with any person, except with those persons designated by the Probation Department. The CONTRACTOR'S Project

Director shall immediately notify the COUNTY'S Contract Manager of any attempt by unauthorized person(s) to obtain information regarding confidential records.

### 3.10 Certification Requirements for Laboratory

The COUNTY requires that the CONTRACTOR shall be certified by the Substance Abuse and Mental Health Services Administration (SAMHSA). Documentation of stated standards and certification shall be on file with the COUNTY Contract Manager prior to commencement of the contract, and shall remain on file throughout the term of the contract. The CONTRACTOR shall notify the COUNTY Contract Manager immediately upon change of certification status. Failure to maintain certification during the period of this contract shall be grounds for immediate termination of the contract.

The CONTRACTOR'S laboratory shall be staffed full-time with sufficient numbers of persons with qualifications in accordance with the certification requirements.

### 3.11 Performance Standards

The COUNTY expects and requires quality service from the CONTRACTOR. The following service factors will be monitored on a regular basis for contract compliance as indicated on the Performance Requirements Summary: (See Attachment B)

- 3.11.1 Adequacy of supplies
- 3.11.2 Timeliness in pickup of samples
- 3.11.3 Appropriate storage of samples
- 3.11.4 Adherence to procedures for sample integrity
- 3.11.5 In-house quality controls to maintain 98% accuracy
- 3.11.6 Security of records and samples
- 3.11.7 Confidentiality
- 3.11.8 Submission of reports within stipulated time frame
- 3.11.9 Provision of court testimony, when required
- 3.11.10 Staff sufficiency as specified
- 3.11.11 On-going certification requirements of laboratory

### 3.12 Insurance

The CONTRACTOR shall provide insurance coverage as shown in Attachment A, Section 16.0. Certificates evidencing such insurance shall be delivered to the Probation Department at least two (2) weeks before the effective date of any contract.

#### **4.0 PERSONNEL**

##### **4.1 Key COUNTY Personnel**

###### **4.1.1 COUNTY Contract Manager**

The Chief Probation Officer of the County of Los Angeles, or his designee, is designated COUNTY Contract Manager. He/she shall have full authority to act for COUNTY in all matters connected with this contract and consistent with the provisions contained herein.

4.1.2 The Contract Manager shall provide direction to the CONTRACTOR in areas relating to policy, information, and procedural requirements.

4.1.3 The Contract Manager is not authorized to make any changes in the terms and conditions of the contract and is not authorized to obligate the COUNTY in any way whatsoever beyond the terms of the contract except as provided in Attachment A, Section 20.0.

4.1.4 Probation will inform the CONTRACTOR of the name, address and telephone number of the Contract Manager at the time the contract is awarded.

## 4.2 Key CONTRACTOR Personnel

### 4.2.1 CONTRACTOR Project Director

The CONTRACTOR'S Project Director shall be Dominique Delagnes. The Project Director or an approved alternate shall be available for telephone contact between 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding COUNTY holidays. The Project Director shall provide overall management and coordination of this contract and shall act as the central point of contact with the Probation Department.

4.2.2 When contract work is being performed at times other than described above, or when the Project Director cannot be present, and with prior approval of the Contract Manager, an equally responsible individual shall be designated to act for the Project Director.

4.2.3 The Project Director shall have full authority to act for the CONTRACTOR in all matters relating to the daily operation of this contract.

4.2.4 The Project Director shall be available during normal weekday work hours, 8:00 a.m. to 5:00 p.m., to meet with COUNTY personnel designated by the COUNTY to discuss problem areas.

4.2.5 The Project Director shall have at least three (3) years of demonstrated previous experience within the last five (5) years in the management and operation of anti-drug abuse testing services or function of similar scope.

4.2.6 The Project Director and alternate(s) must be able to read, write, speak and understand English.

4.2.7 COUNTY shall have the right of review and approval of the Project Director and any replacement recommended by the CONTRACTOR.

## 4.3 Other CONTRACTOR Personnel

4.3.1 The CONTRACTOR shall be responsible for providing competent staff to fulfill the contract.

4.3.2 The CONTRACTOR shall ensure that by the first day of employment all persons with access to juvenile and adult records, and Probation Department case information have signed an acknowledgment form

regarding confidentiality that meets the standards of the Probation Department for COUNTY employees having access to confidential criminal offender record information (CORI). The CONTRACTOR shall retain original CORI form and forward a copy to COUNTY Contract Manager within five (5) business days of start of employment. (Refer to Attachment C.)

4.3.3 The CONTRACTOR certifies that all persons employed to perform services under this contract will be treated equally without regard to race, religion, ancestry, national origin or sex, and in compliance with all anti-discrimination laws of the United States of America and the State of California (Attachment A, Section 30.0).

4.4 CONTRACTOR Employee Acceptability

The COUNTY reserves the right to preclude the CONTRACTOR from employment or continued employment of any individual. The CONTRACTOR shall be responsible for immediately removing and replacing any employee from work on this contract, when reasonably requested to do so by the COUNTY Contract Manager.

4.5 Conflict of Interest

See Standard Terms and Conditions, Attachment A, Section 31.0.

4.6 Employee Benefits and Acknowledgement of Employer

4.6.1 The CONTRACTOR shall be solely responsible for providing to, or on behalf of, its employees all legally required employee benefits. An acknowledgement that each employee understands that he/she is an employee of the CONTRACTOR and not an employee of the County of Los Angeles must be signed by each employee of the CONTRACTOR employed to work on this contract by the first day of employment. (See Attachment D.) The original acknowledgement must be kept by the CONTRACTOR and a copy must be filed, within five (5) business days of employment, with the County of Los Angeles Chief Administrative Office, Workers' Compensation Division, Claims Section, 3333 Wilshire Boulevard, Suite 1000, Los Angeles, California 90010 and another copy to the COUNTY Contract Manager.

4.6.2 The COUNTY assumes no liability for the payment of any salaries, wages or other compensation to, or on behalf of, any personnel provided by the CONTRACTOR.

4.7 Employee Criminal Records, Notice and COUNTY Approval

The CONTRACTOR shall be responsible for ongoing implementation and monitoring of subsections 4.7.1 through 4.7.6. On at least a quarterly basis, the CONTRACTOR shall report monitoring results to Probation, indicating compliance or problem areas. Elements of monitoring report shall receive prior written approval from Probation.

- 4.7.1 No personnel employed by the CONTRACTOR or subcontractor having access to Probation information or records shall have a criminal conviction record or pending criminal trial unless such information has been fully disclosed and employment of the employee for this service is approved (in writing) by the Probation Department.
- 4.7.2 The COUNTY reserves the right to conduct a background investigation of the CONTRACTOR'S prospective employees prior to employment and further reserves the right to conduct a background investigation of the CONTRACTOR'S employee at any time and to bar such employee from working on the contract under appropriate circumstances.
- 4.7.3 The COUNTY reserves the right to preclude the CONTRACTOR from employment or continued employment of any employee.
- 4.7.4 The CONTRACTOR and employees of the CONTRACTOR shall be under a continuing obligation to disclose any prior or subsequent criminal conviction record or pending criminal trial to the COUNTY.
- 4.7.5 The COUNTY shall provide fingerprint cards and questionnaires for CONTRACTOR'S employees to complete. The CONTRACTOR shall submit to the Contract Manager the completed fingerprint cards and questionnaires within five (5) business days of the date of hire. The COUNTY shall conduct background investigation/record checks based on the fingerprints, and further reserves the right to conduct background investigations of the CONTRACTOR'S employees at any time.
- 4.7.6 Because the COUNTY is charged by the State for checking the criminal conviction records of the CONTRACTOR'S employees, the COUNTY will bill the CONTRACTOR to recover expense. The current charge is \$32.00 per record check and is subject to change by the State.

4.8 Consideration of Hiring County Employees Targeted for Layoffs/or Re-Employment List

Should the CONTRACTOR require additional or replacement personnel after the effective date of this contract to perform the services set forth herein, the CONTRACTOR shall give first consideration for such employment openings to qualified permanent COUNTY employees who are targeted for layoff or qualified former COUNTY employees who are on a re-employment list during the life of this contract.

#### 4.9 Consideration of GAIN/GROW Participants for Employment

Should the CONTRACTOR require additional or replacement personnel or other position(s) for which applications are being accepted after the effective date of this contract, the CONTRACTOR shall give appropriate consideration (in conjunction with Section 4.8 above) for any such position(s) to qualified persons referred to the CONTRACTOR through the COUNTY'S Department of Public Social Services' Greater Avenues for Independence (GAIN) or General Relief Opportunities for Work (GROW) Programs. For this purpose, appropriate consideration shall mean that the CONTRACTOR will interview qualified candidates in conjunction with, and not preceding or successive to, Section 4.8 above. In the event that both laid-off COUNTY employees and GAIN/GROW participants are available for hiring, the COUNTY employees shall be given first priority.

As a threshold requirement for consideration for contract award, the CONTRACTOR shall demonstrate a proven record of hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, the CONTRACTOR shall attest to a willingness to provide employed GAIN/GROW participants access to assist these individuals in obtaining permanent employment and/or promotional opportunities.

#### 4.10 Work Outside of Scope of Contract

The CONTRACTOR agrees that any work performed outside the scope of the "Performance Work Statement" or the "Other Technical Requirements of Contractor" sections of this document without the prior written approval of the COUNTY in accordance with Attachment A, Section 20.0, "Changes and Amendments of Terms", shall be deemed to be a gratuitous effort on the part of the CONTRACTOR, and the CONTRACTOR shall have no claim therefore against the COUNTY.

#### 4.11 Approval of Subcontractors

COUNTY hereby approves the use of LAB Express as subcontractor. This subcontractor and any additional subcontractors must be in compliance with Attachment A, Section 13.0 of this contract. Before any prime contract can be effective, COUNTY must approve its subcontracts and their insurance certificates.

#### 4.12 Records and Audits

The CONTRACTOR shall maintain books, records, documents, and other evidence, accounting procedures, and practices sufficient to support all claims for payment made by the CONTRACTOR to the COUNTY. The CONTRACTOR shall preserve and make available records until the expiration of five (5) years from the date of final payment under this contract.

#### 4.13 Emergency Conditions

In the case of emergency or unusual event, all employees or representatives of the CONTRACTOR serving a Probation Department project site shall be subject to direction of the COUNTY Contract Manager or his representative. The CONTRACTOR and its employees shall cross picket lines and provide services contracted for during any work action or strike (i.e., unavailability of qualified personnel), to the extent permitted by law, pursuant to the National Labor Relations Act and any similar State law.

#### 4.14 Notice to Employees Regarding the Federal Income Credit

The CONTRACTOR shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015 (refer to Attachment J).

### **5.0 PERFORMANCE REQUIREMENTS SUMMARY**

A standard level of performance will be required of the CONTRACTOR in the areas of anti-drug abuse testing services. Attachment B summarizes the required services, performance standards, maximum allowable deviation, methods of surveillance to be used by the COUNTY, and liquidated damages to be imposed for unacceptable performance. COUNTY will evaluate the CONTRACTOR'S performance under this contract using the quality assurance procedures specified in Attachment B, or other such procedures as may be necessary to ascertain the CONTRACTOR'S compliance with this contract. Failure of the CONTRACTOR to achieve this standard can result in an assessment of liquidated damages against the CONTRACTOR'S monthly payment as determined by the COUNTY.

## **6.0 QUALITY CONTROL PLAN**

The CONTRACTOR shall establish and maintain a Quality Control Plan to assure that the requirements of the contract are met. An updated copy must be provided to the COUNTY Contract Manager on the contract start date and as changes occur. The original plan and any future amendments are subject to COUNTY review and approval and shall include, but not be limited to, the following:

- 6.1 An inspection system covering all the services listed on Attachment B, the Performance Requirements Summary. It must specify the activities to be inspected on either a scheduled or unscheduled basis, how often inspections will be accomplished, and the title of the individual(s) who will perform the inspection.
- 6.2 The methods for identifying and preventing deficiencies in the quality of service performed before the level of performance becomes unacceptable.
- 6.3 A file of all inspections conducted by the CONTRACTOR and, if necessary, the corrective action taken. This documentation shall be made available as requested by COUNTY during the term of the contract as set forth in Attachment A, Section 22.0, "Record Retention and Inspection".
- 6.4 The methods for ensuring uninterrupted service to Probation in the event of a strike of the COUNTY'S or the CONTRACTOR'S employees or any other unusual occurrence (e.g., power loss or natural disaster) which would result in the CONTRACTOR being unable to perform the contracted work.
- 6.5 The methods for assuring that confidentiality of offender record/information is maintained while in the care of the CONTRACTOR'S employees.
- 6.6 The methods for maintaining security of records, and the methods for preventing the loss or destruction of data.

## **7.0 QUALITY ASSURANCE**

The COUNTY or its agent will evaluate the CONTRACTOR'S performance under this contract on not less than an annual basis. Such evaluation will include assessing the CONTRACTOR'S compliance with all contract terms and performance standards. The CONTRACTOR deficiencies that the COUNTY determines are severe or continuing and that may place performance of the contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the COUNTY and the CONTRACTOR. If improvement does not occur consistent with the corrective action measures, the COUNTY may terminate this contract or impose other penalties as specified in this contract.

The COUNTY will evaluate the CONTRACTOR'S performance under this contract using the quality assurance procedures specified in Attachment B, "Performance Requirements Summary", or other such procedures as may be necessary to ascertain the CONTRACTOR compliance with this contract.

#### 7.1 Performance Evaluation Meetings

The COUNTY'S Contract Manager may meet weekly with the CONTRACTOR'S Project Director during the first three (3) months of the contract if COUNTY Contract Manager finds it necessary. However, a meeting will be held whenever a Contract Discrepancy Report (CDR) is issued. A mutual effort will be made to resolve all problems identified. Whenever meetings are held, the written minutes taken by Probation personnel shall be signed by the COUNTY'S Contract Manager and the CONTRACTOR'S Project Director. Should the CONTRACTOR not concur with the minutes, the CONTRACTOR shall state in writing to the COUNTY'S Contract Manager within five (5) business days of receipt of the signed minutes any areas wherein the CONTRACTOR does not concur.

7.2 After the first three (3) months of operation, regular performance evaluation meetings shall be held monthly in accordance with a mutually agreed upon schedule, or as required by COUNTY.

7.3 The COUNTY shall have the right to require that any personnel assigned to the CONTRACTOR who, in the opinion of the COUNTY Contract Manager, is unsatisfactory will be removed and replaced by the CONTRACTOR within twenty-four (24) hours.

### 8.0 CONFIDENTIALITY

The CONTRACTOR shall be responsible for safeguarding all Probation information provided for use by the CONTRACTOR.

#### 8.1 Confidentiality of Adult and Juvenile Records

By State law (California Welfare and Institutions Code 827 and 828 and Penal Code 1203.05, 1203.10 and 11140 through 11144), all adult and juvenile records and Probation case information which is in the CONTRACTOR'S care and possession is confidential and no information relating to any individual is to be in any way relayed to anyone except those authorized employees of the County of Los Angeles Probation Department and law enforcement agencies.

8.2 Employees of the CONTRACTOR shall be given a form to sign (Refer to Attachment C, "Confidentiality of CORI Information"), regarding confidentiality

of the information in adult and juvenile records. The CONTRACTOR shall retain original CORI form and forward copy to Contract Manager within five (5) business days of start of employment.

- 8.3 The CONTRACTOR shall be responsible for safeguarding all information that it produces or that is received from, produced by, or provided by, the COUNTY.
- 8.4 The CONTRACTOR shall not disclose any details in connection with this contract to any party, except as may be otherwise provided herein or required by law.
- 8.5 The CONTRACTOR shall not disclose to any party any information identifying, characterizing or relating to any risk, threat, vulnerability, weakness or problem regarding data security in COUNTY'S systems, or to any safeguard, counter-measure, contingency plan, policy or procedure contemplated or implemented by COUNTY. The provisions of this subsection shall survive the expiration or termination of this contract.

## **9.0 RECOGNIZED HOLIDAYS**

The CONTRACTOR may not be required to provide service on COUNTY-recognized holidays. These holidays change from year to year. The Contract Manager will provide the CONTRACTOR, upon request, with a list of COUNTY holidays.

## **10.0 GOVERNMENT OBSERVATIONS**

COUNTY and/or personnel from other governmental jurisdictions, other than Contract Manager and Quality Assurance Evaluator, may from time to time be authorized by the Probation Department to observe contract operations. However, these personnel will not unreasonably interfere with the CONTRACTOR'S performance.

## **11.0 DEFINITIONS**

- 11.1 Acceptable Quality Level AQL – A measure to express the leeway or variance from a standard before Probation can apply damages as specified in Attachment B. An AQL does not imply that the CONTRACTOR may knowingly perform in a defective way. It implies that Probation recognizes that defective performance sometimes happens unintentionally. It is required that the CONTRACTOR correct all defects whenever possible. A variance from the AQL can result in a credit to Probation against the monthly charge for the CONTRACTOR'S services.
- 11.2 Adult/Juvenile Records - Personal and social history, including criminal

information of adult and juvenile offenders. The records include legal documents and other information that are confidential. The information is not to be discussed with, or disclosed to, unauthorized persons as defined by the Probation Department.

- 11.3 Contract Discrepancy Report (CDR) - A report prepared by the Quality Assurance Evaluator to inform the CONTRACTOR of faulty service. The CDR requires response from the CONTRACTOR explaining the problem and outlining the remedial action being taken to resolve the problem.
- 11.4 Contract Manager - The Probation representative responsible for daily management of contract operation and overseeing monitoring activities.
- 11.5 Contract Start Date - The date the CONTRACTOR begins work (start of the basic contract period) in accordance with the terms of the contract.
- 11.6 Enforcement - The Contract Manager shall be responsible for the enforcement of this contract on behalf of the COUNTY and shall be assisted by those officers and employees of the COUNTY having duties in connection with the administration thereof. In the event the COUNTY commences legal proceedings for the enforcement of this contract, the CONTRACTOR agrees to pay any sum that may be awarded to the COUNTY and by the court for attorney's fees and costs incurred in the action brought.
- 11.7 Performance Requirements Summary (PRS) - The statement that identifies the key performance indicators of the contract, which will be evaluated by COUNTY to ensure contract performance standards are met by the CONTRACTOR. (Attachment B.)
- 11.8 Project Director - The CONTRACTOR'S officer or employee responsible for administering the contract after contract award.
- 11.9 Quality Assurance Evaluator (QAE) - The Probation employee responsible for monitoring the CONTRACTOR'S compliance with the contract.
- 11.10 Quality Assurance Surveillance Plan (Surveillance Plan) - The plan developed by Probation, specifically to monitor contract compliance with the elements listed in the PRS.
- 11.11 Quality Control Plan - All necessary measures taken by the CONTRACTOR to assure that the quality of service will meet the contract requirements set forth in the Performance Work Statement.
- 11.12 User Complaint Report (UCR) - A report prepared by Probation personnel in order to inform the QAE of incidents involving faulty performance by the

CONTRACTOR.

**12.0 USE OF COUNTY SEAL AND PROBATION DEPARTMENT LOGO**

The CONTRACTOR shall not use or display the official seal of the COUNTY or the Probation Department's logo on any of its letterheads or other communications with any debtor, or for any other reason unless each form of usage has prior written approval of the Chief Probation Officer.

**13.0 REGULATIONS**

The CONTRACTOR agrees to comply with all applicable Federal, State and local laws, including the Americans With Disabilities Act (ADA) and its requirement to provide reasonable accommodations and auxiliary aids or services, unless compliance with the ADA would place an undue financial burden on, or would fundamentally alter the nature of, the CONTRACTOR'S program.

**14.0 INDEMNIFICATION AND INSURANCE**

The CONTRACTOR agrees to comply with the indemnification provisions contained in Attachment A. The CONTRACTOR shall procure, maintain, and provide to the COUNTY proof of insurance coverage for all the programs of insurance along with associated amounts specified in Attachment A, Section 16.0.

**15.0 CONTRACT FEES AND PAYMENT**

15.1 Test Price Schedule

The CONTRACTOR agrees to perform stated service for a per test fee based on tests submitted for the first year and the four (4) option years of the contract for the various drugs listed in Attachment F and at the detection limits shown for each drug on the attachment as follows:

15.1.1 Routine Screening

Routine screening of drugs listed shall be at levels indicated. The per test fee includes consumable supplies and transportation (refer to Section 3.0 above).

<u>Monthly Volume</u>	<u>Per Test Fee</u>
0 - 1,999	\$7.00
2,000 - 3,999	\$5.75
4,000 - 5,999	\$5.00
6,000 - 7,999	\$5.00
8,000 - 9,999	\$5.00

10,000 - over \$5.00

15.1.2 Special Tests

Tests for special drugs listed will be charged as follows, in addition to the Routine Screening costs.

<u>Special Test</u>	<u>Per Specimen Fee</u>
Alcohol	\$1.05 (with routine panel)
Flunitrazepam	\$0 (with routine panel)
Gammahydroxy	\$75.00
Lysergic Acid	\$15.00
Steroids	\$130.00

15.1.3 On-Site Testing Devices/Supplies

COUNTY will purchase on-site testing devices/supplies from the CONTRACTOR as follows:

On-Site Drug Testing Devices

PharmView Five drug cup \$131.25 per box of 25  
(2000 Opiates, Cocaine, Marijuana,  
PCP and Methamphetamine)

PharmView Five drug cup \$99.25 per box of 25  
multi-drug test card with E-Z split key cup

PharmView Nine drug cup \$159.50 per box of 25  
multi-drug test card with E-Z split key cup  
(Amphetamine, Methamphetamine, MDMA,  
Benzodiazepines, THC, Cocaine,  
Methadone, Opiates, Phencyclidine)

On-Site Alcohol Testing Devices

Q.E.D. Saliva Alcohol Test \$40.00 per box of 10

Breath Alcohol Detector \$80.00 per box of 40

Supplies

Chain of Custody Forms \$0.25

Specimen Shipping Bags \$0.15

Specimen Pour off and Ship Bottles \$0.30

15.1.4 Special Handling

15.1.4.1 The COUNTY will pay the CONTRACTOR two dollars (\$2.00) for any specimen that cannot be tested because of failure to meet the following criteria:

- a. Specimen bottle must contain at least ten (10) ml of urine (for basic screen to be done).
- b. Specimen identifier must be on both bottle label and on request/report form and must be identical.
- c. Specimen collection date must be on request/report form.

15.1.4.2 The COUNTY will pay the CONTRACTOR twelve dollars and seventy-five cents (\$12.75) for GCMS confirmation of presumed positive tests screened at the CONTRACTOR'S laboratory.

15.1.4.3 The COUNTY will pay the CONTRACTOR as listed below for GCMS confirmation of all tests presumed positive from on-site testing devices (no second screen is performed by the CONTRACTOR).

0 - 1,999	\$21.50
2,000 - 3,999	\$21.00
4,000 - 5,999	\$17.50
6,000 - 7,999	\$16.50
8,000 - 9,999	\$16.00
10,000 - over	\$16.00

15.1.4.4 The CONTRACTOR will not charge the COUNTY for

retests if original result is not confirmed.

15.1.4.5 The CONTRACTOR will charge the COUNTY for retests if original result is confirmed.

15.1.5 Additional charges may apply consistent with Part A, Section 3.4.2 herein.

## 15.2 Reimbursement for Services

The CONTRACTOR and the Probation Department Narcotic Consultant shall reconcile the number of samples tested on a monthly basis. In the event of any dispute regarding test count, the test count of the Probation Department Narcotic Consultant shall prevail.

## 15.3 Invoices And Payment

The CONTRACTOR shall invoice COUNTY monthly in arrears for work performed and for supplying the services specified herein and priced in accordance with Section 15.1 above. The CONTRACTOR shall prepare monthly invoices, which shall include the monthly charges owed to the CONTRACTOR by the COUNTY under the terms of this contract. Deductions for performance variance in favor of the COUNTY shall be applied against the monthly charges and shall be calculated upon the formula set forth in Attachment B. Within thirty (30) days following the receipt of and upon processing the proper invoice, COUNTY shall pay to the CONTRACTOR, the monthly charges less the deductions for performance variance, subject to the auditing requirements of the COUNTY Auditor-Controller. All invoices under this contract shall be submitted to the following address:

County of Los Angeles Probation Department  
Probation Department Director  
Narcotic Testing Office  
200 West Woodward  
Alhambra, CA 91801

## 16.0 CONTRACT SUM

16.1 The contract sum under the terms of this contract shall be the total monetary amount payable by COUNTY to the CONTRACTOR for supplying all services specified under this contract. The total sum, inclusive of all applicable taxes, shall not exceed \$900,945 as long as the total number of tests does not exceed the following:

Routine Panel (RP) (9-Panel)	94,608
------------------------------	--------

No test	1,778
Alcohol	12,211
GCMS Confirmation (18% of RP)	17,029

Notwithstanding said limitation of funds, the CONTRACTOR agrees to satisfactorily perform and complete all work specified herein. If the total annual number of tests does exceed the numbers listed above, payment shall continue to be made at the rate stated in Section 15.0 above.

- 16.2 If contract is extended beyond the initial twelve (12) month period, any Cost of Living Adjustment (COLA) would be capped at 1) the percentage change of the Los Angeles-Riverside Orange County, Consumer Price Index for Urban Consumers (CPI-U); or 2) average salary movement granted to COUNTY employees. In the event fiscal circumstances ultimately prevent the County Board of Supervisors and/or the Probation Department from approving any increase in employee salaries, the CONTRACTOR shall also experience no COLA.
- 16.3 The CONTRACTOR shall maintain a system of record keeping that will allow the CONTRACTOR to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this contract. Upon occurrence of this event, the CONTRACTOR shall send written notification to the COUNTY.
- 16.4 The CONTRACTOR shall have no claim against the COUNTY for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the CONTRACTOR after the expiration or other termination of the contract. If the CONTRACTOR receives such payment, it shall immediately notify the COUNTY and shall immediately repay all such funds to the COUNTY. Payment by the COUNTY for services rendered after expiration/termination of this contract shall not constitute a waiver of the COUNTY'S right to recover such payment from the CONTRACTOR. This provision shall survive the expiration or other termination of this contract.

**17.0 CONTRACT TERM**

- 17.1 The term of the contract shall be for an initial twelve (12) month period to commence following the approval by the County of Los Angeles Board of Supervisors unless sooner terminated or extended, in whole or in part, as provided in this contract.
- 17.2 The COUNTY shall have the option to extend the contract term for up to four (4) additional twelve (12) month periods for a total maximum total contract term of five (5) years. Each such option year shall be exercised individually by the Chief Probation Officer.

17.3 The CONTRACTOR shall notify the COUNTY when this contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the CONTRACTOR shall send written notification to the COUNTY.

**18.0 EXTENSION OF CONTRACT**

The term of the contract may be extended on a month-to-month basis, not to exceed six (6) months, upon agreement between the COUNTY and the CONTRACTOR. The Chief Probation Officer has the authority to sign the extension for the COUNTY. All charges on the current contract shall remain in effect for the duration of the extension.

**19.0 FAILURE TO EXTEND CONTRACT**

The contract may be terminated by the CONTRACTOR and the COUNTY through failure of parties to mutually agree to extend the contract for another twelve (12) month period.

**20.0 DISPUTES**

The COUNTY Contract Manager and the Project Director for the CONTRACTOR shall mutually resolve any disputes between the CONTRACTOR and the COUNTY regarding the performance of services. In the event no mutual agreement can be reached, the decision of the COUNTY Contract Manager shall prevail.

**21.0 LAWS AND LIMITATIONS**

The CONTRACTOR agrees to comply with all applicable local, State and Federal laws and regulations including CAL OSHA standards for HIV, hepatitis B, etc. The CONTRACTOR understands that any findings and/or recommendations must conform to the codes, laws, rules and regulations governing the agencies and departments involved. Where the CONTRACTOR believes changes in codes, laws, rules and regulations are needed to effect desirable improvements, he/she shall so indicate. The COUNTY at its discretion, if deemed appropriate, shall seek such changes.

**22.0 STANDARD TERMS AND CONDITIONS**

Standard Terms and Conditions for the County of Los Angeles service contracts are attached hereto as Attachment A.

**23.0 MERGER**

The documents as stated below form a part of this contract. In the event of any conflict in the definition or interpretation of any word, responsibility, service, or



COUNTY OF LOS ANGELES

BY \_\_\_\_\_  
Chairman, Board of Supervisors

ATTEST:

VIOLET VARONA-LUKENS  
Executive Officer and Clerk  
Board of Supervisors

By \_\_\_\_\_  
Deputy

PHARMCHEM, INC

By \_\_\_\_\_

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Title

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.  
County Counsel

By \_\_\_\_\_  
Gordon W. Trask  
Principal Deputy  
County Counsel

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## ATTACHMENT A

### STANDARD TERMS AND CONDITIONS

#### 1.0 **ADMINISTRATION**

The requirements are set forth in Part A (Performance Work Statement).

#### 2.0 **CONTRACTOR'S SERVICES**

The CONTRACTOR shall provide services at Probation Department locations including, but not limited to, those listed in Attachment E in the manner and form described in this contract and all attachments hereto.

#### 3.0 **TAX LIABILITY LIMITATION**

The COUNTY shall have no liability or responsibility for any taxes, including, without limitation, sales, income and/or property taxes that may be imposed in connection with, or resulting from this contract or the CONTRACTOR'S performance hereunder.

#### 4.0 **TERMINATION FOR CONVENIENCE OF THE COUNTY**

- 4.1 Performance of services under this contract may be terminated by COUNTY in whole or in part, when such action is deemed by COUNTY to be in its best interest. Termination of work shall be effected by delivery to CONTRACTOR of a thirty (30) day prior written Notice of Termination specifying the extent to which performance of work is terminated, and the date upon which such termination becomes effective.
- 4.2 After receipt of the Notice of Termination and except as otherwise directed by COUNTY, CONTRACTOR shall:
  - 4.2.1 Stop services under this contract on the date and to the extent specified in the Notice of Termination.
  - 4.2.2 Complete performance of such part of the work as shall not have been terminated by the Notice of Termination.
- 4.3 After receipt of a Notice of Termination, CONTRACTOR shall submit to COUNTY, in the form and with the certifications as may be prescribed by COUNTY, his termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than three (3) months from the effective date of termination. Upon failure of CONTRACTOR to submit his termination claim and invoice within the time allowed, COUNTY may

determine on the basis of information available to COUNTY, the amount, if any, due to CONTRACTOR in respect to the termination and such determination shall be final. After such determination is made, COUNTY shall pay CONTRACTOR the amount so determined.

- 4.4 Subject to the provisions of the paragraph immediately above, COUNTY and CONTRACTOR shall negotiate an equitable amount to be paid CONTRACTOR by reason of the total or partial termination of work pursuant to this clause. Said amount may include a reasonable allowance for profit on work done but shall not include an allowance on work terminated. COUNTY shall pay the agreed amount; subject to other limitations and provided that such amount shall not exceed the total funding obligated under this contract as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated.
- 4.5 The CONTRACTOR shall make available to COUNTY and all authorized State and Federal agencies, at all reasonable times, at the office of CONTRACTOR all his books, records, documents, including all pertinent cost accounting, financial records and proprietary data. Such material must be kept and maintained for a period of five (5) years after completion of the contract, or until such time as all audits are complete, whichever is later. In the event that records are located outside the COUNTY of Los Angeles, then CONTRACTOR shall pay COUNTY for travel and per diem costs in connection with an inspection or audit.

## **5.0 TERMINATION FOR DEFAULT**

- 5.1 The COUNTY may, by written notice to the CONTRACTOR, terminate the whole or any part of this contract, if, in the judgment of COUNTY'S Project Director:
  - 5.1.1 CONTRACTOR has materially breached this contract;
  - 5.1.2 CONTRACTOR fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this contract; or
  - 5.1.3 CONTRACTOR fails to demonstrate a high probability of timely fulfillment of performance requirements under this contract, or of any obligations of this contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the COUNTY may authorize in writing) after receipt of written notice from the COUNTY specifying such failure.
- 5.2 In the event that the COUNTY terminates this contract in whole or in part as provided in Section 5.1, the COUNTY may procure, upon such terms and in

such manner as the COUNTY may deem appropriate, goods and services similar to those so terminated. The CONTRACTOR shall be liable to the COUNTY for any and all excess costs incurred by the COUNTY, as determined by the COUNTY, for such similar goods and services. The CONTRACTOR shall continue the performance of this contract to the extent not terminated under the provisions of this Section.

- 5.3 Except with respect to defaults of any subcontractor, the CONTRACTOR shall not be liable for any such excess costs of the type identified in Section 5.2 if its failure to perform this contract arises out of causes beyond the control and without the fault or negligence of the CONTRACTOR. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the COUNTY in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the CONTRACTOR. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the CONTRACTOR and subcontractor, and without the fault or negligence of either of them, the CONTRACTOR shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the CONTRACTOR to meet the required performance schedule. As used in this Section 5.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.
- 5.4 If, after the COUNTY has given notice of termination under the provisions of this Section 5.1, it is determined by the COUNTY that the CONTRACTOR was not in default under the provisions of this Section 5.1, or that the default was excusable under the provisions of Section 5.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 4.0 - Termination for Convenience.
- 5.5 In the event the COUNTY terminates this contract in its entirety due to the CONTRACTOR'S default as provided in Section 5.1, the CONTRACTOR and the COUNTY agree that the COUNTY will have actual damages, which are extremely difficult to calculate and impracticable to fix and which will include, but are not limited to, the COUNTY'S costs of procurement of replacement services and costs incurred due to delays in procuring such services. Therefore, the CONTRACTOR and the COUNTY agree that the COUNTY shall, at its sole option and in lieu of the provisions of Section 5.1, be entitled to liquidated damages from the CONTRACTOR, pursuant to California Civil Code Section 1671, in the amount of Five Thousand Dollars (\$5,000) or five percent (5%) of the applicable year's contract sum, whichever is less, as equitable compensation to the COUNTY for such actual damages. This amount of

liquidated damages shall be either paid by the CONTRACTOR to the COUNTY by cash payment upon demand or, at the sole discretion of the Probation, or designee, deducted from any amounts due to the CONTRACTOR by the COUNTY, whether under this contract or otherwise.

These liquidated damages shall be in addition to any credits, which the COUNTY is otherwise entitled to under this contract, and the CONTRACTOR'S payment of these liquidated damages shall not in any way change, or affect the provisions of Section 14.0 - Indemnification.

- 5.6 The rights and remedies of the COUNTY provided in this Section 5.0 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

## **6.0 TERMINATION FOR INSOLVENCY**

- 6.1 The COUNTY may terminate this contract forthwith in the event of the occurrence of any of the following:

6.1.1 Insolvency of the CONTRACTOR. The CONTRACTOR shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the CONTRACTOR is insolvent within the meaning of the Federal Bankruptcy Code;

6.1.2 The filing of a voluntary or involuntary petition regarding the CONTRACTOR under the Federal Bankruptcy Code;

6.1.3 The appointment of a Receiver or Trustee for the CONTRACTOR; or

6.1.4 The execution by the CONTRACTOR of a general assignment for the benefit of creditors.

- 6.2 The rights and remedies of the COUNTY provided in this Section 6.0 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

## **7.0 TERMINATION FOR IMPROPER CONSIDERATION**

COUNTY may, by written notice to CONTRACTOR, immediately terminate the right of CONTRACTOR to proceed under this contract if it is found that consideration, in any form, was offered or given by CONTRACTOR, either directly or through an intermediary, to any COUNTY officer, employee or agent with the intent of securing the contract or securing favorable treatment with respect to the award, amendment or extension of the contract or making of any determinations with respect to CONTRACTOR'S performance pursuant to the contract. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by CONTRACTOR.

CONTRACTOR shall immediately report any attempt by a COUNTY officer or employee to solicit such improper consideration. The report shall be made either to the COUNTY manager charged with the supervision of the employee or to the Los Angeles County Hotline at (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

## **8.0 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

CONTRACTOR acknowledges that COUNTY has established a goal of ensuring that all individuals who benefit financially from COUNTY through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon COUNTY and its taxpayers.

As required by COUNTY'S Child Support Compliance Program (County Code Chapter 2.200) and without limiting CONTRACTOR'S duty under this contract to comply with all applicable provisions of law, CONTRACTOR warrants that it is now in compliance and shall during the term of this contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5 and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

**9.0 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH CHILD SUPPORT COMPLIANCE PROGRAM**

Failure of CONTRACTOR to maintain compliance with the requirements set forth in Section 8.0, "CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM" shall constitute a default by CONTRACTOR under this contract. Without limiting the rights and remedies available to COUNTY under any other provision of this contract, failure of CONTRACTOR to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the COUNTY may terminate this contract pursuant to Section 5.0 TERMINATION FOR DEFAULT and pursue debarment pursuant to County Code Chapter 2.202.

**10.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT**

10.1 Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Contract. It is the County's policy to conduct business only with responsible Contractors.

10.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other Contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding on any County Contracts for a specified period of time not to exceed three (3) years, and terminate any or all existing Contracts the Contractor may have with the County.

10.3 Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of a Contract with the County, (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a Contract with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

#### 10.4 Contractor Hearing Board

If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence that is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. If the Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Contractor may be deemed to have waived all rights of appeal.

A record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

#### 10.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

### **11.0 LIMITATION OF COUNTY'S OBLIGATION DUE TO NON-APPROPRIATION**

COUNTY'S obligation is payable only and solely from funds appropriated for the purpose of this contract. All funds for payments after June 30th of the current fiscal year are subject to COUNTY'S legislative appropriation for this purpose. Payments during subsequent fiscal periods are dependent upon the same action. In the event this contract extends into succeeding fiscal year periods, and, if the Board of Supervisors does not allocate sufficient funds for the next succeeding fiscal year's payments, then the affected services shall be terminated as of June 30th of the then current fiscal year. COUNTY shall notify CONTRACTOR in writing of such non-allocation at the earliest possible date.

### **12.0 INDEPENDENT CONTRACTOR STATUS**

This contract is by and between the County of Los Angeles and CONTRACTOR and is not intended and shall not be construed to create a relationship of agent, servant, employee, joint venture, or association as between COUNTY and CONTRACTOR. CONTRACTOR understands and agrees that all persons

furnishing services to COUNTY pursuant to this contract are, for purposes of Workers' Compensation liability, employees solely of CONTRACTOR and not employees of COUNTY. CONTRACTOR shall bear the sole responsibility and liability for furnishing Workers' Compensation benefits to any person for injuries arising from or connected with services performed on behalf of CONTRACTOR pursuant to this contract.

### **13.0 SUBCONTRACTING**

- 13.1 No performance of this contract or any portion thereof may be subcontracted by CONTRACTOR without the express written consent of COUNTY. Any attempt by CONTRACTOR to subcontract any performance of the terms of this contract without the express written consent of COUNTY shall be null and void and shall constitute a breach of the terms of this contract. In the event of such a breach, this contract may be terminated forthwith.
- 13.2 In the event COUNTY should consent to subcontracting, each and all of the provisions of this contract and any amendment thereto shall extend to and be binding upon and inure to the benefit of the successors or administrators of the respective parties.
- 13.3 In the event that COUNTY should consent to subcontracting, the CONTRACTOR shall include in all subcontracts the following provision: "This contract is a subcontract under the terms of a prime contract with the County of Los Angeles. All representations and warranties shall inure to the benefit of the County of Los Angeles."

### **14.0 INDEMNIFICATION**

CONTRACTOR shall indemnify, defend and hold harmless COUNTY, and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to the demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with CONTRACTOR'S acts and/or omissions arising from and/or relating to this contract.

### **15.0 GENERAL INSURANCE REQUIREMENTS**

Without limiting CONTRACTOR'S indemnification of COUNTY and during the term of this contract, CONTRACTOR shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by COUNTY, and such coverage shall be provided and maintained at CONTRACTOR'S own expense.

- 15.1 Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to COUNTY shall be delivered to the County of Los Angeles Probation Department, 9150 East Imperial Highway, Room D29, Downey, California 90242, Attention: Patricia McArdle, prior to commencing services under this contract. Such certificates or other evidence shall:
- 15.1.1 Specifically identify this contract.
  - 15.1.2 Clearly evidence all coverage required in this contract.
  - 15.1.3 Contain the express condition that COUNTY is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate or insurance.
  - 15.1.4 Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, it's Special Districts, its officials, officers and employees as insured for all activities arising from this contract.
  - 15.1.5 Identify any deductibles or self-insured retentions for COUNTY'S approval. The COUNTY retains the right to require CONTRACTOR to reduce or eliminate such deductibles or self-insured retentions as they apply to COUNTY, or, require CONTRACTOR to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.
- 15.2 Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to the COUNTY with an A.M. Best rating of not less than A:VII, unless otherwise approved by COUNTY.
- 15.3 Failure to Maintain Coverage: Failure by CONTRACTOR to maintain the required insurance, or to provide evidence of insurance coverage acceptable to COUNTY, shall constitute a material breach of the contract upon which COUNTY may immediately terminate or suspend this contract. COUNTY, at its sole option, may obtain damages from CONTRACTOR resulting from said breach. Alternatively, COUNTY may purchase such required insurance coverage, and without further notice to CONTRACTOR, COUNTY may deduct from sums due to CONTRACTOR any premium costs advanced by COUNTY for such insurance.
- 15.4 Notification of Incidents, Claims or Suits: CONTRACTOR shall report to COUNTY:

- 15.4.1 Any accident or incident relating to services performed under this contract which involves injury or property damage which may result in the filing of a claim or lawsuit against CONTRACTOR and/or COUNTY. Such report shall be made in writing within twenty-four (24) hours of occurrence.
  - 15.4.2 Any third party claim or lawsuit filed against CONTRACTOR arising from or related to services performed by CONTRACTOR under this contract.
  - 15.4.3 Any injury to a CONTRACTOR employee which occurs on COUNTY property. This report shall be submitted on a COUNTY "Non-employee Injury Report" to the COUNTY Contract Manager.
  - 15.4.4 Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of COUNTY property, monies or securities entrusted to CONTRACTOR under the terms of this contract.
- 15.5 Compensation for COUNTY Costs: In the event that CONTRACTOR fails to comply with any of the indemnification or insurance requirements of this contract, and such failure to comply results in any costs to COUNTY, CONTRACTOR shall pay full compensation for all costs incurred by COUNTY.
- 15.6 Insurance Coverage Requirements for Subcontractors: CONTRACTOR shall ensure that any and all subcontractors performing services under this contract meet the insurance requirements of this contract by either:
- 15.6.1 CONTRACTOR providing evidence of insurance covering the activities of subcontractors, or
  - 15.6.2 CONTRACTOR providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. COUNTY retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

**16.0 INSURANCE COVERAGE REQUIREMENTS**

16.1 General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limit of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

16.2 Automobile Liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than one million dollars (\$1,000,000) for each accident. Such insurance shall include coverage for all “owned”, “hired” and “non-owned” vehicles, or coverage for “any auto”.

16.3 Workers Compensation and Employees Liability insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which CONTRACTOR is responsible. If CONTRACTOR’S employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Longshore and Harbor Workers’ Compensation Act, Jones Act or any other federal law for which CONTRACTOR is responsible.

In all cases, the above insurance also shall include Employers’ Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease - policy limit:	\$1 million
Disease – Each Employee:	\$1 million

16.4 Professional Liability: Insurance covering liability arising from any error, omission, negligent or wrongful act of the CONTRACTOR, its officers or employees, with limits of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate. The coverage also shall provide an extended two-year reporting period commencing upon termination or cancellation of the contract.

**17.0 COVENANT AGAINST CONTINGENT FEES**

CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, COUNTY shall have the right to terminate this contract and, in its sole discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

**18.0 GOVERNING LAWS**

This contract shall be construed in accordance with and governed by the laws of the State of California.

**19.0 COMPLIANCE WITH LAWS**

19.1 CONTRACTOR agrees to comply with all applicable Federal, State and local laws, rules, regulations including CAL/OSHA standards for HIV, Hepatitis B, etc., and ordinances, and all provisions required thereby to be included herein, are hereby incorporated by this reference.

19.2 CONTRACTOR shall indemnify and hold COUNTY harmless from any loss, damage or liability resulting from a violation on the part of CONTRACTOR of such laws, rules, regulations and ordinances.

**20.0 CHANGES AND AMENDMENTS OF TERMS**

COUNTY reserves the right to change any portion of the work required under this Contract, or amend such other terms and conditions that may become necessary. Any such revisions shall be accomplished in the following manner:

20.1 For any change which does not materially affect the scope of work, period of performance, payments, or any other term or condition included under this contract, a Change Notice shall be prepared and signed by COUNTY'S Chief Probation Officer and CONTRACTOR'S Project Director.

20.2 For any revision that materially affects the scope of work, period of performance, payments, or any term and condition included in this contract, a negotiated modification to this contract shall be executed by the County of Los Angeles Board of Supervisors and CONTRACTOR.

20.3 As used herein, the term "materially" is defined as being a change of more than (10%) ten percent of the contract price, a change of more than one hundred eighty (180) days to any period of performance, or a change in the work required which in the sole discretion of COUNTY'S Chief Probation Officer warrants execution by the County of Los Angeles Board of Supervisors.

## **21.0 ASSIGNMENT**

This contract, or any interest therein, including any claims for monies due or to become due with respect thereto, may be assigned only upon the written consent of the other party and any prohibited assignment shall be null and void. Any payments to any assignee of any claim under this contract, in consequence of such consent, shall be subject to set-off, recoupment or other reduction for any claim which one party may have against the other.

## **22.0 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT**

The CONTRACTOR shall maintain accurate and complete financial records of its activities and operations relating to this contract in accordance with generally accepted accounting principles. The CONTRACTOR shall also maintain accurate and complete employment and other records relating to its performance of this contract. The CONTRACTOR agrees that the COUNTY, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this contract. All such material, including, but not limited to, all financial records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by the CONTRACTOR and shall be made available to the COUNTY during the term of this contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the CONTRACTOR at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the COUNTY'S option, the CONTRACTOR shall pay the COUNTY for travel, per diem, and other costs incurred by the COUNTY to examine, audit, excerpt, copy, or transcribe such material at such other location.

22.1 In the event that an audit of the CONTRACTOR is conducted specifically regarding this contract by any Federal or State auditor, or by any auditor or accountant employed by the CONTRACTOR or otherwise, then the CONTRACTOR shall file a copy of such audit report with the COUNTY'S Auditor-Controller within thirty (30) days of the CONTRACTOR'S receipt thereof, unless otherwise provided by applicable Federal or State law or under this contract. The COUNTY shall make a reasonable effort to maintain the confidentiality of such audit report(s).

22.2 Failure on the part of the CONTRACTOR to comply with any of the provisions of this Section (22.0) shall constitute a material breach of this contract upon which the COUNTY may terminate or suspend this contract.

22.3 If, at any time during the term of this contract or within five (5) years after the expiration or termination of this contract, representatives of the COUNTY may conduct an audit of the CONTRACTOR regarding the work performed under this contract, and if such audit finds that the COUNTY'S dollar liability

for any such work is less than payments made by the COUNTY to the CONTRACTOR, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the COUNTY'S Auditor-Controller, deducted from any amounts due to the CONTRACTOR from the COUNTY, whether under this contract or otherwise. If such audit finds that the COUNTY'S dollar liability for such work is more than the payments made by the County to the CONTRACTOR, then the difference shall be paid to the CONTRACTOR by the COUNTY by cash payment, provided that in no event shall the County's maximum obligation for this contract exceed the funds appropriated by the COUNTY for the purpose of this contract.

### **23.0 DISCLOSURE OF INFORMATION**

CONTRACTOR shall not disclose any details in connection with this contract to any party, except as may be otherwise provided herein or required by law. However, in recognizing CONTRACTOR'S need to identify its services and related clients to sustain itself, COUNTY shall not inhibit CONTRACTOR from publicizing its role under this contract within the following conditions:

- 23.1 CONTRACTOR shall develop all publicity material in a professional manner.
- 23.2 During the course of performance on this contract, CONTRACTOR, its employees, agents, and subcontractors shall not publish or disseminate commercial advertisements, press releases, opinions or feature articles, using the name of COUNTY without the prior written consent of the Chief Probation Officer, or his designee.
- 23.3 Upon conclusion of the project, COUNTY grants CONTRACTOR a non-exclusive license to publish findings in journals or other academic related publications. CONTRACTOR will provide COUNTY a copy for review thirty (30) days prior to publication.

### **24.0 NOTICE OF DELAYS**

Except as otherwise expressly provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, that party shall, within five (5) days, give notice thereof, including all relevant information with respect thereto, to the other party.

**25.0 VALIDITY**

The invalidity in whole or in part of any provision of this contract shall not void or affect the validity of any other provision.

**26.0 WAIVER**

No waiver of a breach of any provision of this contract by COUNTY shall constitute a waiver of any other breach of said provision or any other provision of this contract. Failure of COUNTY to enforce at any time, or from time to time, any provision of this contract shall not be construed as a waiver thereof. The remedies of COUNTY herein reserved shall be cumulative and additional to any other remedies in law or equity.

**27.0 NOTICES**

27.1 Notices required or permitted to be given under the terms of this contract or by any law now or hereafter in effect may, at the option of the party giving notice, be given by enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid in the United States Post Office, or substation thereof, or any public mail box; and any such notice and the envelope containing same shall be addressed to CONTRACTOR at his place of business addressed as follows:

Dominique Delagnes  
PharmChem, Inc.  
4600 N. Beach Street  
Haltom, Texas 76137

The notices and envelopes containing same to COUNTY shall be addressed to:

Richard Shumsky  
Chief Probation Officer  
County of Los Angeles Probation Department  
9150 E. Imperial Highway  
Downey, CA 90242

27.2 In the event of suspension or termination of the contract by COUNTY, notices may also be given upon personal delivery to any person whose actual knowledge of such suspension or termination would be sufficient notice to CONTRACTOR.

27.3 The Chief Probation Officer shall have authority to execute all notices required or permitted to be given here.

**28.0 IMMIGRATION REFORM AND CONTROL ACT OF 1986**

CONTRACTOR warrants that it fully complies with all laws regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in federal and state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 P.L. 99-603). CONTRACTOR shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by federal statutes and regulations as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain such documentation for all covered employees for the period prescribed by law. CONTRACTOR shall indemnify, defend, and hold harmless, the COUNTY, its officers and employees from employer sanctions and any other liability which may be assessed against CONTRACTOR or COUNTY or both in connection with any alleged violation of federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this contract.

**29.0 ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS LAWS**

CONTRACTOR hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000e through 2000e (17), to the end that no person shall, on grounds of race, creed, color, sex, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this contract or under any project, program, or activity supported by this contract.

**30.0 NONDISCRIMINATION IN EMPLOYMENT**

30.1 CONTRACTOR certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies, are and will be treated equally by it without regard to or because of race, color, religion, ancestry, national origin, sex, age or condition of physical or mental handicap, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

30.2 CONTRACTOR shall take affirmative action to ensure that qualified applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, ancestry, national origin, age or condition of physical or mental handicap or marital status, or political affiliation. Such action shall include but is not limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection of training, including apprenticeship.

- 30.3 CONTRACTOR shall deal with its subcontractors, CONTRACTORS, or vendors without regard to, or because of, race, color, religion, ancestry, national origin, sex, age or condition of physical or mental handicap or marital status, or political affiliation.
- 30.4 CONTRACTOR shall give a COUNTY representative access to its employment records during regular business hours to verify compliance with the provisions of this section when so requested by COUNTY.
- 30.5 If COUNTY finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which COUNTY may determine to cancel, terminate, or suspend this contract. While COUNTY reserves the right to determine independently that the anti-discrimination provisions of this contract have been violated, in addition, a determination by the California Fair Employment Practices Commission of the Federal Equal Employment Opportunity Commission that CONTRACTOR has violated State and Federal anti-discrimination laws or regulations shall constitute a finding by COUNTY that CONTRACTOR has violated the anti-discrimination provisions of this contract.
- 30.6 The parties agree that in the event CONTRACTOR violates the anti-discrimination provisions of this contract, COUNTY shall, at its option, be entitled to a sum of five hundred dollars (\$500.00) pursuant to California Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating or suspending this contract.

### **31.0 CONFLICT OF INTEREST**

CONTRACTOR represents and warrants that no COUNTY employee whose position in COUNTY enables him/her to influence the award of this contract, and no spouse or economic dependent of such employee is or shall be employed in any capacity by CONTRACTOR herein or does or shall have any direct or indirect financial interest in this contract.

### **32.0 COMPLETION OF CONTRACT**

- 32.1 If CONTRACTOR is not expected to continue to provide services beyond the end of the current contract, at least thirty (30) days prior to the end of the current contract, CONTRACTOR shall provide the consulting services to Probation personnel for orientation to ensure a smooth transition from CONTRACTOR providing services back to the COUNTY or another CONTRACTOR. CONTRACTOR shall make reasonable provisions for inspection and observation of work procedures of CONTRACTOR personnel during the transition period. In addition, CONTRACTOR shall explain and return to COUNTY, as requested, all reports, documents, data

files and computer systems developed and/or used in connection with CONTRACTOR'S performance hereunder.

- 32.2 Upon expiration of the contract, or in the event of termination, on the demand of the COUNTY Contract Manager, all files and related documents, reports, records, correspondence, policies and procedures manuals, and all other documents relating to the operations of services under the contract shall be returned to the COUNTY as the Contract Manager may direct. All the materials described above shall be understood to be the property of COUNTY.
- 32.3 Upon expiration or termination of the contract, CONTRACTOR shall deliver to COUNTY all client folders, including all work completed or in progress within fifteen (15) business days after termination of the contract.
- 32.4 If CONTRACTOR fails to adhere to the above work and standards, COUNTY shall have the right to withhold up to fifty percent (50%) of the last months' payment as liquidated damages.

### **33.0 COUNTY LOBBYIST ORDINANCE**

CONTRACTOR and each County lobbyist and County lobbying firm, as defined by Los Angeles County Code Section 2.160.010, retained by the CONTRACTOR, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of CONTRACTOR and any County lobbyist or County lobbying firm retained by CONTRACTOR to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this contract upon which COUNTY may immediately terminate or suspend this contract. (Refer to Attachment R)

### **34.0 CONFIDENTIALITY**

CONTRACTOR shall maintain the confidentiality of all its records, including but not limited to billings, COUNTY records, and adult and juvenile records, in accordance with all applicable Federal, State and local laws, regulations, ordinances and directives relating to confidentiality. CONTRACTOR shall inform all of its officers, employees, and agents providing services hereunder of the confidentiality provisions of this contract. As a condition of employment, all employees of CONTRACTOR must sign and adhere to the attached "Confidentiality of CORI Information" (See Attachment C).

**35.0 BUDGET REDUCTIONS**

In the event that County's Board of Supervisors adopts a 2004/2005 County Budget which provides for reductions and imposes similar reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, COUNTY reserves the right to reduce its payment obligation correspondingly for Fiscal Year 2004/2005 services provided by CONTRACTOR. COUNTY'S notice to CONTRACTOR regarding said reduction in payment obligation shall be provided within thirty (30) days of the Board's approval of such actions. CONTRACTOR shall continue to provide all of the services set forth in the contract.

**36.0 AUTHORIZATION WARRANTY**

CONTRACTOR represents and warrants that the signatory to this contract is fully authorized to obligate CONTRACTOR hereunder and that all corporate acts necessary to the execution of this contract have been accomplished.

**37.0 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT**

CONTRACTOR shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the federal Earned Income accordance with the requirements set forth in Internal Revenue Service Notice Credit under the federal income tax laws. Such notice shall be provided in 1015 (refer to Attachment J).

**38.0 RECYCLED PAPER**

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the COUNTY landfills, the CONTRACTOR agrees to use recycled-content paper to the maximum extend possible on the contract.

**39.0 COMPLIANCE WITH JURY SERVICE PROGRAM**

39.1 Jury Service Program

This contract is subject to the provisions of the COUNTY'S ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached hereto as Attachment N and incorporated by reference into and made a part of the contract.

## 39.2 Written Employee Jury Service Policy

- 39.2.1 Unless CONTRACTOR has demonstrated to the COUNTY'S satisfaction either that CONTRACTOR is not a "CONTRACTOR" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that CONTRACTOR qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), CONTRACTOR shall have and adhere to a written policy that provides that its Employees shall receive from the CONTRACTOR, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the CONTRACTOR or that the CONTRACTOR deduct from the Employee's regular pay the fees received for jury service.
- 39.2.2 For purposes of this Section, "CONTRACTOR" means a person, partnership, corporation or other entity which has a contract with the COUNTY or a subcontract with a COUNTY CONTRACTOR and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any twelve (12) month period under one (1) or more COUNTY contracts or subcontracts. "Employee" means any California resident who is a full time employee of CONTRACTOR. "Full time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by COUNTY, or 2) CONTRACTOR has a long-standing practice that defines the lesser number of hours as full time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for the purposes of the Jury Service Program. If CONTRACTOR uses any subcontractor to perform services for the COUNTY under the contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
- 39.2.3 If CONTRACTOR is not required to comply with the Jury Service Program when the Contract commences, CONTRACTOR shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and CONTRACTOR shall immediately notify COUNTY if CONTRACTOR at any time either comes within the Jury Service Program's definition of "CONTRACTOR" or if CONTRACTOR no longer qualifies for an exception to the Program. In either event, CONTRACTOR shall immediately implement a written policy

consistent with the Jury Service Program. The COUNTY may also require, at any time during the Contract and at its sole discretion, that CONTRACTOR demonstrate to the COUNTY'S satisfaction that CONTRACTOR either continues to remain outside of the Jury Service Program's definition of "CONTRACTOR" and/or that CONTRACTOR continues to qualify for an exception to the Program.

39.2.4 CONTRACTOR'S violation of this Section of the contract may constitute a material breach of the contract. In the event of such material breach, COUNTY may, in its sole discretion, terminate the Contract and/or bar CONTRACTOR from the award of future COUNTY contracts for a period of time consistent with the seriousness of the breach.

#### **40.0 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW**

The CONTRACTOR acknowledges that the COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. The CONTRACTOR understands that it is the COUNTY'S policy to encourage all COUNTY CONTRACTORS to voluntarily post the COUNTY'S "Safely Surrendered Baby Law" poster in a prominent position at the CONTRACTOR'S place of business. The CONTRACTOR will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The COUNTY'S Department of Children and Family Services (DCFS) will supply the CONTRACTOR with the poster to be used. CONTRACTOR should call (213) 351-5886 to request a poster. (Refer to Attachment K.)

#### **41.0 NEPOTISM**

CONTRACTOR shall not hire nor permit the hiring of any person in a position funded under this agreement if a member of the person's immediate family is employed in an administrative capacity by the CONTRACTOR.

For the purposes of this section, the term "immediate family" means spouse, child, mother, father, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, aunt, uncle, niece, nephew, step-parent, and step-child.

The term "administrative capacity" means persons who have overall administrative responsibility for a program including selection, hiring or supervisory responsibilities.

### **ATTACHMENT B**

## PERFORMANCE REQUIREMENTS SUMMARY

This Performance Requirement Summary lists the required services which will be monitored by the COUNTY during the term of this contract; the required standard of service; the maximum deviation from the standard which can occur before damages can be assessed; the method of COUNTY surveillance; and the monetary damages for exceeding the maximum deviation from the standard.

### Quality Assurance

Each month, the CONTRACTOR'S performance will be evaluated comparing the required service (as stated in the Performance Work Statement) with the acceptable quality levels (AQLs), using the methods of surveillance. If the CONTRACTOR'S performance falls below the AQL, a monthly percentage/rate will be deducted from the contract for that performance factor.

The Probation Department may use a variety of inspection methods to evaluate the CONTRACTOR'S performance. The methods of surveillance which may be used, but not limited to, are:

- User complaints
- Random sample inspections
- Site visits
- Outside quality control
- In-house quality control

### Criteria for Determination of Payment

CONTRACTOR shall invoice Probation monthly in arrears and Probation will pay to CONTRACTOR, within thirty (30) days upon receipt of proper invoice, the monthly payment less any deductions for performance variance. Payments will be made monthly and only for those services rendered within the acceptable quality levels as set forth in the Performance Requirement Summary section of this contract (Refer to Part A, Section 15.3).

If performance of service is unacceptable as determined by COUNTY and the unacceptable performance was not caused by Probation personnel, COUNTY will not be obligated to pay the full percentage for that service when performance does not conform with the requirements of this contract. The COUNTY shall have the right to reduce the contract price to reflect the reduced value of the service provided.

Probation will make every reasonable effort to resolve problems. When the performance is unacceptable, the Probation Department will complete a Contract Discrepancy Report (CDR). The CDR will require the CONTRACTOR to respond in writing, and explain the unacceptable performance, as well as how recurrence of the problem will be prevented. The Contract Manager will evaluate the CONTRACTOR'S explanation and determine if full payment, partial payment, or the contract termination process is applicable.

When an instance of unacceptable performance comes to the attention of Probation personnel, who are recipients of the services provided by the contract, a User Complaint Report (UCR) may be filled out and forwarded to the Quality Assurance Evaluator. The complaint will be investigated, if necessary, and may be brought to the attention of the CONTRACTOR. The receipt of one or more UCRs concerning a particular area of performance may result in a formal examination of the CONTRACTOR'S performance in this area.

The assessment of monetary damages against the CONTRACTOR for unacceptable services shall be calculated as shown on the Performance Requirement Summary (PRS) Chart.

For services monitored by random sample inspections, user complaints or site visits, the figures in Column 5 (Deduction from Contract Price) of the PRS Chart is multiplied by the number of unacceptable instances which exceed the AQL in Column 3. The resulting dollar amount is the amount of the monetary damages for performance variance which shall be assessed on CONTRACTOR.

Corrective Action

The CONTRACTOR shall be required to immediately correct those activities found by Probation to be unacceptably performed. The correction of defects found by Probation shall not improve the overall rating of that service.

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**ATTACHMENT B (CONT.)  
PERFORMANCE REQUIREMENTS SUMMARY CHART**

<b>REQUIRED SERVICES</b>	<b>STANDARD</b>	<b>MAXIMUM ALLOWABLE DEVIATION (AQL)</b>	<b>METHOD OF SURVEILLANCE</b>	<b>DEDUCT FROM CONTRACT PRICE FOR EXCEEDING AQL – NOTE 1*</b>
Overall compliance with Scope of Work Part A, 1.0	Record of investigation of contractor to ensure compliance	4%	Random inspections and information from contractor reports	\$100 per day until rectified
Overall compliance with Specific Tasks Part A, 2.0	Record of investigation of contractor to ensure compliance	4%	Random inspections and information from contractor reports	\$100 per day until rectified
Maintain compliance with required testing service including accuracy on both sensitivity and specificity Part A, 2.1	100%	2% for false positive errors  2% for false negative errors	Outside quality control, in-house quality control	5% of monthly contract payment per incident (based on month incident(s) occurred)  1% of monthly contract payment per incident (based on month incident(s) occurred)
Timely reporting of test results Part A, 2.3	Results not screened by on-site device to be transmitted within 48 hours/results screened by on-site device to be transmitted within 36 hours of pickup of samples by courier service excluding weekends and holidays	8 hrs.	Random sample of envelope postmarks	1/2 of 1% of contract payment per incident (based on month incident(s) occurred)
Prepare and submit monthly reports Part A, 2.4	95%	5%	Random and 100% inspections	Up to 3% of monthly contract amount
Appropriate storage of samples Part A, 2.5	100%	0	Random inspections	\$500 per day until rectified
Maintain sample integrity procedures Part A, 2.6	100%	0	Site visits, user complaints	\$1500 per incident
Adequacy of supplies Part A, 3.2, 3.3	100% (Not running out)	0	Random inspections, user complaints	\$50 per incident following CONTRACTOR'S failure to replenish supplies once properly notified by COUNTY
Provision of declaration/court testimony, when required Part A, 3.4	100%	0	User complaints	\$300 per incident of being unresponsive.
Timeliness in pickup of samples Part A, 3.6	Daily, excluding weekends and holidays	0	Random inspections, complaints received	\$100 per incident per pick-up site if 2 days in a row are missed and CONTRACTOR was notified after problem occurred first day
Maintenance of procedures regarding security of records and samples; confidentiality Part A, 3.9	100%	0	Site visits, user complaints	\$1500 per violation
Current certification and staff sufficiency Part A, 3.10	100%	0	Copies to be provided by CONTRACTOR	\$5000 a month for three months, then contract termination
Employee Benefits Part A, 4.6	Adhere to County requirements	0	100% inspections	\$200 per employee per occurrence

<b>REQUIRED SERVICES</b>	<b>STANDARD</b>	<b>MAXIMUM ALLOWABLE DEVIATION (AQL)</b>	<b>METHOD OF SURVEILLANCE</b>	<b>DEDUCT FROM CONTRACT PRICE FOR EXCEEDING AQL – NOTE 1*</b>
None of Contractor's employees shall have a criminal conviction or pending criminal trial unless record has been fully disclosed. Part A, 4.7.1	Adhere to County requirements	0	Random sample Inspections	Up to \$100 per employee per occurrence
Contractor submitted fingerprint cards for current employees and prospective employees prior to employment. Part A, 4.7.5	Adhere to County requirements	0	Random sample Inspections	Up to \$100 per employee per occurrence
Contractor shall reimburse County for record check. Part A, 4.7.6	Adhere to County requirements	0	Random and 100% inspections	Up to \$100 per employee per occurrence
Quality Control Plan Part A, 6.0	Adhere to County requirements	0	Random Sample Inspections	Up to \$100 per occurrence
Contractor in compliance with Standard Terms and Conditions Attachment A, 1.0 – 41.0	Adhere to County requirements	0	100% inspections	Up to \$50 per occurrence

\*NOTE 1 - Based on severity of substandard performance

## ATTACHMENT C

### CONFIDENTIALITY OF CORI INFORMATION

Criminal Offender Record Information (CORI) is that information which is recorded as the result of an arrest, detention or other initiation of criminal proceedings including any consequent proceedings related thereto. As an employee of **PharmChem, Inc.** during the legitimate course of your duties, you may have access to CORI. The Probation Department has a policy of protecting the confidentiality of Criminal Offender Record Information.

You are required to protect the information contained in case files against disclosure to all individuals who do not have a right-to-know or a need-to-know this information.

The use of any information obtained from case files or other related sources of CORI to make contacts with probationers or their relatives, or to make CORI available to anyone who has no real and proper reason to have access to this information as determined solely by the Probation Department is considered a breach of confidentiality, inappropriate and unauthorized.

Any **PharmChem, Inc.** employee engaging in such activities is in violation of the Probation Department's confidentiality policy and will be subject to appropriate disciplinary action and/or criminal action pursuant to Section 11142 of the Penal Code.

I have read and understand the Probation Department's policy concerning the confidentiality of CORI records.

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(Signature)

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Name (Print)

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Title

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Date

Copy to be forwarded to Probation Contract Manager within five (5) business days of start of employment.

**ATTACHMENT D**

**EMPLOYEE'S ACKNOWLEDGEMENT OF EMPLOYER**

I understand that **PharmChem, Inc.** is my sole employer for purposes of this employment.

I rely exclusively upon **PharmChem, Inc.** for payment of salary and any and all other benefits payable to me on my behalf during the period of this employment.

I understand and agree that I am not an employee of Los Angeles County for any purpose and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles during the period of this employment.

I understand and agree that I do not have and will not acquire any rights or benefits pursuant to any agreement between my employer **PharmChem, Inc.**\_\_\_\_\_ and the County of Los Angeles.

ACKNOWLEDGED AND RECEIVED:

NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

NAME: \_\_\_\_\_

Print

CONTRACTOR must forward copy to County Worker's Compensation Division.

**ATTACHMENT E  
ANTI-DRUG ABUSE TESTING  
PROBATION DEPARTMENT AREA OFFICES  
SUBMITTING SAMPLES**

The following are Probation Department work Area Offices that routinely submit urine samples for testing and screening:

- |  |  |
|--|--|
| 1. Centinela Area Office<br>1330 West Imperial Highway<br>Los Angeles, CA 900442.  | 11. Rio Hondo Area Office<br>8240 South Broadway<br>Whittier, CA 90606                       |
| 2. Censhaw Area Office<br>3606 W. Exposition Blvd.<br>Los Angeles, CA 90016        | 12. San Gabriel Valley Area Office<br>11234 East Valley Blvd.<br>El Monte, CA 91731          |
| 3. Dorothy Kirby Center<br>1500 S. McDonnell Avenue<br>Los Angeles, CA 90022       | 13. Santa Monica Area Office<br>1725 Main Street<br>Santa Monica, CA 90401                   |
| 4. East Los Angeles Area Office<br>144 S. Fetterly Avenue<br>Los Angeles, CA 90022 | 14. South Central Area Office<br>200 West Compton Blvd., Ste 300<br>Compton, CA 90222        |
| 5. East San Fernando Valley Area<br>4414 Delano Street<br>Van Nuys, CA 91401       | 15. Antelope Valley Area Office<br>1040 W. Avenue J<br>Lancaster, CA 93534                   |
| 6. Firestone Area Office<br>8526 South Grape Street<br>Los Angeles, CA 90001       | 16. Harbor Area Office<br>3221 Torrance Blvd.<br>Torrance, CA 90503                          |
| 7. Foothill Area Office<br>199 North Euclid Street<br>Pasadena, CA 91101           | 17. David Kenyon Juvenile Justice<br>Center<br>7625 S. Central Ave.<br>Los Angeles, CA 90001 |
| 8. Juvenile Court<br>1601 Eastlake Avenue, Room 3<br>Los Angeles, CA 90033         | 18. Northeast Juvenile Justice Center<br>1601 Eastlake Ave.<br>Los Angeles, CA 90033         |
| 9. Long Beach Area Office<br>415 West Ocean Blvd.<br>Long Beach, CA 90802          |  |
| 10. Pomona Valley Area Office<br>1660 West Mission Blvd.<br>Pomona, CA 91766       |  |
- NOTE: Actual number or location of pickup sites may increase or decrease as service requirements change during the contract period.

## ATTACHMENT F

### ROUTINE PANEL AND SPECIAL TESTS County of Los Angeles Probation

DRUG	SCREENING ASSAY	SCREENING CUTOFF	CONFIRMATION ASSAY	CONFIRMATION CUTOFF
<b>ROUTINE PANEL:</b>				
Amphetamines Amphetamine Methamphetamine MIDMA/MDA	EMIT	0.3 ug/ml	GC	0.3 ug/ml
Cocaine Benzoyllecogine	EMIT	0.3 ug/ml	GC	0.3 ug/ml
Opiates Codeine Hydromorphone Morphine	EMIT EMIT EMIT	0.3 ug/ml 0.3 ug/ml 0.3 ug/ml	GC GC GC	0.5 ug/ml 1.0 ug/ml 0.2 ug/ml
Methadone	EMIT	0.3 ug/ml	GC	0.3 ug/ml
Phencyclidine	EMIT	0.025 ug/ml	GC	0.2 ug/ml
Benzodiazepines	EMIT	0.3 ug/ml	GC	0.2 ug/ml
Cannabinoids	EMIT	100 ng/ml	GC	50 ng/ml
<b>SPECIAL TESTS:</b>				
Alcohol Ethanol	Enzymatic Assay	0.05%	GC	0.05%
Flunitrazepam (Rohypnol)	Enzyme Immuno Assay	100 ng/ml	GC/MS	100 ng/ml
Gammahydroxybutyrate (GHB)	GC	10 ug/ml	GC/MS	10 ug/ml
Lysergic acid diethylamide (LSD)	Enzyme Immuno Assay	0.5 ng/ml	GC/MS	0.5 ng/ml

## ATTACHMENT G

### ACTUAL DAILY SAMPLES TESTED DURING SELECTED PERIODS OF 2002

DATES	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	WEEKLY TOTAL
9/04/02 – 9/6/02	-	-	296	89	321	706
9/10/02 – 9/13/02	-	159	231	520	608	1,518
9/16/02 – 9/20/02	16	211	290	314	249	1,080
9/23/02 – 9/27/02	41	103	574	496	766	1,980
9/30/02 – 10/02/02	108	78	242	-	-	428
10/04/02	-	-	-	-	333	333
10/07/02 – 10/11/02	162	94	244	231	511	1,242
10/15/02 – 10/18/02	-	84	214	201	251	750
10/21/02 – 10/25/02	47	101	331	550	453	1,482
10/28/02 – 10/31/02	153	94	371	287	-	905
11/04/02 – 11/08/02	45	114	176	368	284	987
11/11/02 – 11/15/02	83	109	61	-	389	642
11/18/02 – 11/22/02	19	63	341	441	510	1,374
11/25/02 – 11/27/02	59	259	372	-	-	690
12/02/02	83	-	-	-	-	83

**ATTACHMENT H**

**ACTUAL MONTHLY SAMPLES TESTED**

<b>MONTH</b>	<b>1/1/00 THRU 12/31/00</b>	<b>1/1/01 THRU 12/31/01</b>	<b>1/1/02 THRU 12/31/02</b>
January	8,719	9,689	8,273
February	8,989	10,117	8,517
March	9,902	11,762	9,648
April	10,113	9,551	7,788
May	8,564	2,709	8,079
June	10,273	5,798	8,743
July	9,088	11,723	7,922
August	9,078	9,026	7,962
September	9,521	7,753	8,623
October	9,476	10,831	7,748
November	8,839	8,857	7,621
December	11,055	8,421	6,567

## **ATTACHMENT I**

### **IN-HOUSE QUALITY CONTROL PROCEDURE**

CONTRACTOR will provide written descriptions of laboratory procedures to all laboratory personnel and will also be available in the laboratory where the various procedures will be performed. The written procedures will include detailed instructions for the use of the required laboratory instrumentation. Operations and service manuals for the various pieces of laboratory equipment will be maintained at the site of the instrument.

The Hitachi Analyzers used to perform immunoassay screening procedures will be calibrated daily or when a new reagent pack is introduced into service, whichever is the more frequent. Calibration records will be maintained permanently.

Gas Chromatographs will be calibrated for each batch of samples to be analyzed, using calibrators process along side the samples. The calibration standards will be prepared by the Quality Control Department. A fresh standard will be used with each confirmation batch. Calibration records will be retained as a part of the permanent record.

Four "open" quality-control urine samples will be tested in each EMIT sampling tray of sixty specimens. These samples will be used to verify the performance of the immunoassay screening procedures for cannabinoids, conjugated morphine and some Special Tests. They will contain all analytes being tested, at levels slightly above and below the assay cutoffs.

Prior to the generation of confirmation worklists and negative sample reports, the screening analyst will examine the records of quality-control urines tested. If all test results are as expected, the screening procedures will be deemed to have been in control, and the results of tests on samples accepted. If either control measurement for an analyte is outside of established limits, the samples in the EMIT batch containing that quality control specimen will be retested for the drug in question. The daily records of quality control samples tested in each batch will be retained as part of the permanent record of analysis.

One spiked urine standard will be used to calibrate the gas chromatograph (GC). At least two positive "open" controls, distinct from the spiked calibration standards and one negative "open" control, will also be tested with each GC batch. The positive samples will contain the GC analyte at a level slightly above the assay cutoff. Analysis results for the positive controls must be within three standard deviations of the mean of at least twenty inter-assay determinations of the control material; at least one must be within two standard deviations of the mean. Records of control tests will be retained as a part of the permanent analysis records.

The performance of GC confirmation tests on each sample are further monitored by the use of internal standards in all procedures.

CONTRACTOR will maintain an accurate test model that approximates both the frequency with which specific drugs are detected in clients' specimens and the levels of those drugs. Thus, the

laboratory will prepare samples containing known drugs from drug-free urine. These quality assurance samples will be distributed randomly in EMIT, TLC, HPTLC and GC testing. They will not be identifiable to laboratory personnel and will be tested along with and in the same manner as the clients' specimens.

The number of laboratory-prepared samples to which particular drugs are added will be varied periodically to approximate the number of client specimens in which the drugs are detected. the amount of drug added to each laboratory prepared sample will also be varied to approximate the drug concentrations found in actual client specimens. These samples will be submitted, along with the client specimens, and serve as the proficiency samples in the initial screening and confirmation laboratories. CONTRACTOR's experience with urinalysis testing has yielded the following expectations for test accuracy, based upon proficiency test results:

False Positive Error Rate	=	0%
False Negative Error Rate	<	1%

Before the test results are sent to the client, the results of the quality assurance samples will be evaluated by the CONTRACTOR'S quality control technicians and certifying scientists. The results of the evaluation will be made available to all laboratory personnel. A quality assurance log which contains the sample number assigned, the date submitted, the date tested, the true contents, and the test results will be maintained permanently. If a false positive result on a quality assurance sample were found, the positive cause(s) of the error would be determined by the Director of Quality Assurance and the Laboratory Director. All specimens which had tested positive for the drug in question, and which might have been affected by the error(s) discovered, would be retested.

Reagents and materials prepared at CONTRACTOR will be subjected to routine quality control evaluation before use in the analysis of specimens. Reagents will be made up by trained technicians and written records of the quality control measurements made on each batch will be maintained. Reagents that might deteriorate will be dated as they are prepared and will not be used beyond their established shelf lives.

Both EMIT and GC instrumentation systems are modular in design to minimize the chance that instrument failure will interfere with turnaround time requirements.

Laboratory equipment used for measuring functions will be calibrated regularly to assure its accuracy.

All major laboratory equipment will be covered by a comprehensive preventive maintenance program. Routine maintenance, breakdowns and repairs will be recorded in the maintenance log for each piece of equipment. Analytical instruments will be covered by service contracts which include periodic preventive maintenance work done by the manufacturer's service engineers.

Data review will serve as a final check on all of the documentation and results produced during initial testing and confirmation testing. The main purpose of data review is to catch any errors

that may have gone undetected and to confirm or reject the results of EMIT, HPTLC and GC analysis.

Data review is conducted by a highly qualified certifying scientist who has extensive experience with the test procedures that are used in the laboratory and who is proficient in relating results from the various tests done on the same sample. This ability to relate results enables the certifying scientist to determine whether independent test results are accurate and whether the results of the EMIT and GC. GC/MS tests are comparable and in reasonable agreement on the amount of drug and metabolites present.

The certifying scientist first examines data on laboratory -prepared samples in the batch of specimens. If these quality control data are valid, he/she examines the raw data produced on each specimen and makes an independent determination as to whether test results should be deemed positive or negative. The certifying scientist then compares the technicians' reports of results with his/her own conclusions. If results reported by the technicians agree with the certifying scientist's conclusions, documentation on each specimen in the batch is completed and sent to the Results Coordinator. If the certifying scientist does not agree with results or finds a problem with any part of the documentation, he/she takes appropriate steps to correct the problem. This may include having all tests repeated for the entire batch of specimens in which the problem was identified.

CONTRACTOR will ensure that all records and results remain confidential. CONTRACTOR has extensive security controls in place to safeguard the confidentiality of testing procedures, results and all other documents relating to clients or their drug testing programs. Access to CONTRACTOR is controlled by a magnetic card door lock system which also controls entrance to all areas of the laboratory (i.e., EMIT laboratory, GC/MS laboratory and Data Review office). Visitors must be escorted before they are allowed to pass the reception area of the building. Access of employees is restricted to those hours and days that correspond to their normal work shifts. The computer that runs the magnetic card system records activity at all doors. When the building is not occupied, a monitored alarm system is activated. The computer system detects the opening of any door or window and the occurrence of any sound within the building. The local police and a CONTRACTOR employee are notified automatically whenever the alarm is triggered.

All documents pertaining to testing, operational procedures and reporting of results are segregated and kept in locked storage. Access to areas where documents are treated as confidential and no information contained therein is disclosed to unauthorized persons or agencies. If CONTRACTOR is informed that documents relating to a client or a client's testing are required in all legal process, CONTRACTOR will immediately notify the client.

All CONTRACTOR employees who have access to or custody of documents are trained in the necessity of confidentiality and understand confidentiality requirements of individual contracts and federal law. Violation of confidentiality is grounds for immediate dismissal.

## ATTACHMENT J



Department of the Treasury

### Internal Revenue Service

## Notice 1015

(Rev. November 2002)

### Have You Told Your Employees About the Earned Income Credit (EIC)?

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#### What Is the EIC?

The EIC is a refundable tax credit for certain workers. **A change to note.** Workers **cannot** claim the EIC if their 2002 investment income (such as interest and dividends) is over \$2,550.

#### Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on **Form W-4**, Employee's Withholding Allowance Certificate. **Note:** *You are encouraged to notify each employee whose wages for 2002 are less than \$34,178 that he or she may be eligible for the EIC.*

#### How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS **Form W-2**, Wage and Tax Statement, which has the required information about the EIC on the back of **Copy B**.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- **Notice 797**, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2003.

send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice by calling 1-800-829-3676, or from the IRS Web Site at [www.irs.gov](http://www.irs.gov).

#### How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2002 instructions for Form 1040, 1040A, 1040EZ, or **Pub. 596**, Earned Income Credit (EIC).

#### How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2002 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2002 and owes no tax but is eligible for a credit of \$791, he or she must file a 2002 tax return to get the \$791 refund.

#### How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2003 can get part of the credit with their pay during the year by giving you a completed **Form W-5**, Earned Income Credit Advance Payment Certificate. You **must** include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see **Pub. 15**, Employer's Tax Guide.

Notice 1015  
 (Rev. 11-2002)

You must hand the notice directly to the employee or

## ATTACHMENT K

## SAFELY SURRENDERED BABY LAW FACT SHEET

### What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

### How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

### What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

### Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

### Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

### Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

**It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.**

### What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

### What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

### Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

### A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

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**Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.**

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## ATTACHMENT L

### Chapter 2.202 DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT

#### **2.202.010 Findings and Declarations.**

The board of supervisors finds that, in order to promote integrity in the county's contracting processes and to protect the public interest, the County's policy shall be to conduct business only with responsible contractors. Determinations of contractor non-responsibility and contractor debarment shall be made in accordance with the procedures set forth in the ordinance codified in this chapter and implementation instructions issued by the auditor-controller. (Ord. 2000-0011 § 1 (part), 2000.)

#### **2.202.020 Definitions.**

For purposes of this chapter, the following definitions apply:

- A. "Contractor" means a person, partnership, corporation or other entity who has contracted with, or is seeking to contract with, the county or a nonprofit corporation created by the county to provide goods to, or perform services for or on behalf of, the county or a nonprofit corporation created by the county. A contractor includes a contractor, subcontractor, vendor, or any person or entity who or which owns an interest of 10 percent or more in a contractor, subcontractor or vendor.
- B. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county.
- C. "Debarment" means an action taken by the county which results in a contractor being prohibited from bidding or proposing on, being awarded, and/or performing work on a contract with the county for a period of up to three years. A contractor who has been determined by the county to be subject to such a prohibition is "debarred."
- D. "Department head" means either the head of a department responsible for administering a particular contract for the county or the designee of same.
- E. "County" means the county of Los Angeles, any public entities for which the board of supervisors is the governing body; any joint powers authorities that have adopted county contracting procedures.
- F. "Contractor hearing board" means the persons designated to preside over contractor debarment hearings and make recommendations on debarment to the board of supervisors. (Ord. 2000-0011 § 1 (part), 2000.)
- G. Determination of "non-responsibility" means an action taken by the county which results in a contractor who submitted a bid or proposal on a particular contract being prohibited from being awarded and/or performing work on that contract. A

contractor who has been determined by the county to be subject to such a prohibition is “non-responsible” for purposes of that particular contract.

### **2.202.030 Determination of Contractor Non-Responsibility.**

- A. Prior to a contract being awarded by the county, the county may determine that a contractor submitting a bid or proposal is non-responsible for purposes of that contract. In the event that the county determines that a contractor is non-responsible for a particular contract, said contractor shall be prohibited from being awarded and/or performing work on that contract.
- B. The county may declare a contractor to be non-responsible for purposes of a particular contract if the county, in its discretion, finds that the contractor has done any of the following: (1) violated a term of a contract with the county or a nonprofit corporation created by the county; (2) committed an act or omission which negatively reflects on the contractor’s quality, fitness or capacity to perform a contract with the county, any other public entity, or a nonprofit corporation created by the county, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or omission which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the county or any other public entity.
- C. Before making a determination of non-responsibility pursuant to this chapter, the department head shall give written notice to the contractor of the basis for the proposed non-responsibility determination, and shall advise the contractor that a non-responsibility hearing will be scheduled on a date certain. Thereafter, the department head shall conduct a hearing where evidence on the proposed non-responsibility determination is presented. The contractor and/or attorney or other authorized representative of the contractor shall be afforded an opportunity to appear at the non-responsibility hearing and to submit documentary evidence, present witnesses and offer rebuttal evidence. After such hearing, the department head shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be found non-responsible with respect to the contract(s) at issue. A record of the hearing, the proposed decision and any recommendation shall be presented to the board of supervisors. The board of supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The board of supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the department head. A non-responsibility finding shall become final upon approval by the board of supervisors.
- D. contract is within the discretion of the county. The seriousness and extent of the CONTRACTOR’S acts, omissions, patterns or practices as well as any relevant mitigating The decision by the county to find a contractor non-responsible for a particular factors may be considered by the county in determining whether a contractor should be deemed non-responsible. (Ord. 2000-0011 § 1 (part), 2000.)

## **2.202.040 Debarment of Contractors.**

- A. The county may debar a contractor who had a contract with the county in the preceding three years and/or a contractor who has submitted a bid or proposal for a new contract with the County.
- B. The county may debar a contractor if the county finds, in its discretion, that the contractor has done any of the following: (1) violated a term of a contract with the county or a nonprofit corporation created by the county; (2) committed an act or omission which negatively reflects on the contractor's quality, fitness or capacity to perform a contract with the county, any other public entity, or a nonprofit corporation created by the county, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or omission which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the county or any other public entity.
- C. Before making a debarment determination pursuant to this chapter, the department head shall give written notice to the contractor of the basis for the proposed debarment, and shall advise the contractor that a debarment hearing will be scheduled on a date certain. The contractor hearing board shall conduct a hearing where evidence on the proposed debarment is presented. The contractor and/or attorney or other authorized representative must be given an opportunity to appear at the debarment hearing and to submit documentary evidence, present witnesses, and offer rebuttal evidence at that hearing. After such hearing, the contractor hearing board shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred and, if so, the appropriate length of time for the debarment. A record of the hearing, the proposed decision and any recommendation shall be presented to the board of supervisors. The board of supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The board of supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the contractor hearing board. A debarment finding shall become final upon the approval of the board of supervisors.
- D. The decision by the county to debar a contractor is within the discretion of the county. The seriousness and extent of the contractor's acts, omissions, patterns or practices as well as any relevant mitigating factors may be considered by the county in making a debarment decision. The county shall have the right, in its discretion, to determine the period of time that the contractor may be debarred, which period may not exceed three years. In addition, upon a debarment finding by the board of supervisors, the county may, in its discretion, terminate any or all existing contracts the contractor may have with the county. In the event that any existing contract is terminated by the county, the county shall maintain the right to pursue all other rights and remedies provided by the contract and/or applicable law. (Ord. 2000-0011 § 1 (part), 2000.)



Principal Owners: Shamir Ahmad Qazi

Debarment Start Date: April 30, 2002      Debarment End Date: April 30, 2005

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**Vendor Name:**      Automation Data Solutions

Principal Owners: Renee Setero

Debarment Start Date: March 4, 2003      Debarment End Date: March 3, 2006

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**Vendor Name:**      2X, Inc. a.k.a. LA Internet, Inc.,  
2X Access  
Internet Business International  
(Referred to collectively as "LA Internet")

Principal Owners: Ken Reda  
Albert Reda  
Louis Cherry

Debarment Start Date: September 9, 2003      Debarment End Date: September 8, 2006

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## **ATTACHMENT N**

### **Chapter 2.203 CONTRACTOR EMPLOYEE JURY SERVICE**

#### **2.203.010 Findings.**

The Board of Supervisors makes the following findings: The County of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the County of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the County of Los Angeles has determined that it is appropriate to require that the businesses with which the County contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

#### **2.203.020 Definitions.**

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard as determined by the chief administrative officer.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0015 § 1 (part), 2002)

### **2.203.030 Applicability.**

This chapter shall apply to contractors who enter into contracts that commence two or more months after the effective date of this chapter. This chapter shall also apply to contractors with existing contracts, which are extended into option years that commence two or more months after the effective date of this chapter. (Ord. 2002-0015 § 1 (part), 2002)

### **2.203.040 Contractor Jury Service Policy.**

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

### **2.203.050 Other Provisions.**

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

### **2.203.060 Enforcement and Remedies.**

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.070. Exceptions.**

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
  - 1. Has ten or fewer employees during the contract period; and,
  - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
  - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months, which if added to the annual amount of the contract awarded, exceed \$500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.090. Severability.**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

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**Bid Information**  
**ATTACHMENT II**

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**Bid Number:** 6400311  
**Bid Title:** Anti-Drug Abuse Testing Services  
**Bid Type:** Service  
**Department:** Probation  
**Commodity:** LABORATORY & FIELD TESTING SERVICES (NOT OTHERWISE CLASSIFIED)  
**Open Date:** 12/3/2003  
**Closing Date:** 1/12/2004 12:00 PM  
**Notice of Intent to Award:** [View Detail](#)  
**Bid Amount:** N/A  
**Bid Download:** Not Available  
**Bid Description:** The Probation Department is soliciting proposals from qualified laboratories to provide multiple drug screen anti-drug abuse testing service for the County of Los Angeles Probation Department.

The successful contractor will be responsible for picking up urine samples from various Probation Department locations within the County of Los Angeles, testing all the urine samples submitted, storing the tested samples for the specified period of time, and preparing and delivering in a limited period of time, written reports of the results of the tests to the Probation Department Narcotic Consultant and those Probation Department locations that submitted the samples. Contractor shall be certified by the Substance Abuse and Mental Health Services Administration (SAMHSA) and the State of California Department of Health Services (SDHS) as a Methadone Drug Analysis Laboratory. Documentation of stated standards and certification shall be on file with the County Contract Manager prior to commencement of the contract, and remain current and on file throughout the term of the contract.

Interested and qualified contractors, who have demonstrated their ability to successfully provide services of this type, are invited to submit proposals, provided they meet the minimum requirements in Attachment A.

For a copy of the RFP (available Wednesday, December 3, 2003) which establishes guidelines, criteria and procedures for proper application, contact:

Patricia McArdle, Contract Analyst  
Contracts and Grants Management Division  
County of Los Angeles Probation Department  
9150 E. Imperial Highway, Room D-29  
Downey, CA 90242  
(562) 940-2857

There will be a Mandatory Bidder's Conference where Probation representatives will be available to answer any questions about the RFP process and objectives. The Mandatory Bidder's Conference will be held on Thursday, December 18, 2003, 9:00 a.m., County of Los Angeles Probation Department, 9150 East Imperial Highway, Classroom A, Downey, CA 90242. Those planning to attend must notify Ms. McArdle by 4:00 p.m., PST, Wednesday, December 17, 2003.

PROPOSALS MUST BE RECEIVED NO LATER THAN 12:00 P.M., PST ON MONDAY, JANUARY 12, 2004.

Careful consideration will be given to all responsive proposals. We look forward to working with each of the qualified and interested firms.

**ATTACHMENT A**

The following are minimum requirements for the initial screening process to determine if a proposal will be evaluated:

1. Attend Mandatory Bidder's Conference scheduled for Thursday, December 18, 2003.
2. Submit a proposal by 12:00 p.m. PST, Monday, January 12, 2004.
3. Provide proof they are certified by SAMHSA and the SDHS as a Methadone Drug Analysis Laboratory. Attach copies of proficiency reports for the last two (2) years.

4. Demonstrate they have a minimum of three (3) years experience within the last three (3) years providing multiple drug screening anti-drug abuse testing services.

5. Identify a full-time Project Director with a minimum of three (3) years experience within the last five (5) years providing multiple drug screening anti-drug abuse testing services who will supervise the contract operations.

6. Demonstrate they have qualified staff experienced in providing anti-drug abuse testing services.

7. Must be a business with (a) a proven record of hiring the COUNTY'S Department of Public Social Services' Greater Avenue for Independence (GAIN) or General Relief Opportunities for Work (GROW) participants or which attests to a willingness to consider GAIN or GROW participants for any future employment opening if they meet the minimum qualifications for that opening; and (b) a willingness to provide employed GAIN or GROW participants access to the CONTRACTOR'S employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities (See Form 10).

8. CONTRACTOR must submit separately to the Los Angeles County Child Support Services Department a completed Principal Owner Information Form (POI Form – See Form 8), at the time of submitting proposal to the Probation Department. Additionally, CONTRACTOR must submit along with his/her proposal, a certification in accordance with the provisions of Section 2.200.060 of the County Code, that (1) the POI Form has been appropriately completed and provided to the Child Support Services Department with respect to the CONTRACTOR'S Principal Owners; (2) the CONTRACTOR has fully complied with all applicable State and Federal reporting requirements relating to employment reporting for its employees; and (3) the CONTRACTOR has fully complied with all lawfully served Wage and Earnings Withholding Orders and Child Support Services Department Notices of Wage and Earnings Assignment and will continue to maintain compliance. Such certification must be submitted on the Child Support Compliance Program Certification (CSCP Certification) as set forth as Form 9. Failure by CONTRACTOR to submit the CSCP Certification (which includes certification that the POI Form has been submitted to the Child Support Services Department) to the Probation Department along with a proposal and a copy to the Child Support Services Department shall be grounds for a finding that a proposal is non-responsive (County Code Section 2.200.070).

9. CONTRACTOR'S proposal shall indicate that it will comply with the COUNTY'S Jury Service Program which requires CONTRACTORS and their subcontractors to have and adhere to a written policy that provides that its employees shall receive from the CONTRACTOR, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the CONTRACTOR or that the CONTRACTOR deduct from the employee's regular pay the fees received for jury service. For purposes of the Jury Service Program, "employee" means any California resident who is a full-time employee of a CONTRACTOR and "full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the COUNTY, or 2) the CONTRACTOR has a long-standing practice that defines the lesser number of hours as full-time. Therefore, the Jury Service Program applies to all of a CONTRACTOR'S full-time California employees, even those not working specifically on the COUNTY project. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. Proposals that fail to comply with the requirements of the Jury Service Program will be considered non-responsive and excluded from further consideration (Refer to Form 14).

10. Proposal is properly organized regarding content and sequence, as required in Part D of the RFP.

11. Proposal contains all the required completed forms.

**Contact Name:** Ms. Patricia McArdle

**Contact Phone#:** (562) 940-2857

**Contact Email:** [patricia\\_mcardle@probation.co.la.ca.us](mailto:patricia_mcardle@probation.co.la.ca.us)

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